



ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCL # 1174099 REC'D BY Theresa  
RE FEE \$100.00 CON \$10.00  
RTF \$0.00  
REC'D 07/17/2015 11:54:46 AM  
IN # 2015041818 VOL 13931

Prepared By:

William P. Higgins, Jr., Esq.

**DEED IN LIEU OF FORECLOSURE**

This Deed is made as of June 25, 2015,

between

**SSA EGG HARBOR, LLC**, having a mailing address 8100 Macomb Street, Grosse Ile, Michigan 48138, referred to as Grantor,

and

**UIRC-GSA V EGG HARBOR NJ, LLC**, having an office c/o Westport Capital Partners, LLC, 40 Danbury Road, Wilton, Connecticut 06897, referred to as the Grantee.

**Transfer of Ownership.** The Grantor grants and conveys to the Grantee the property more particularly described in Schedule "A" attached hereto and made a part hereof. This transfer is made for the sum of TEN DOLLARS and XX/100 (\$10.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** Block 902, Lots 22 and 23 on the Tax Map of the Township of Egg Harbor.

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Egg Harbor, County of Atlantic and State of New Jersey. The legal description is set forth on Schedule "A" which is attached hereto and made a part hereof.

The property is also known as 1350 Doughty Road, Egg Harbor, New Jersey.

**Promises of Grantor.** The Grantor promises that the Grantor has done no act to encumber the property, except as described below. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor) except for that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated November 10, 2006 (the "Mortgage") originally in favor of UBS Real Estate Investments, Inc. from the Grantor and recorded in the Office of the Clerk of Atlantic County on November 20, 2006 in Mortgage Book 12487 as instrument number 2006115747.

**THE GRANTOR AND GRANTEE HEREIN DO NOT INTEND THAT ACCEPTANCE OF THIS DEED IN LIEU OF FORECLOSURE BE DEEMED TO CONSTITUTE A MERGER OF THE MORTGAGE REFERRED TO IN THE PRECEDING PARAGRAPH WITH THE FEE CONVEYED HEREBY.**

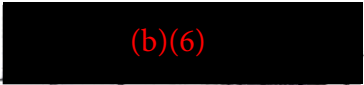
**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

**GRANTOR:**

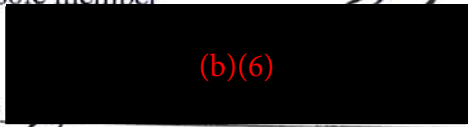
**SSA EGG HARBOR, LLC**, a Michigan limited Liability company

WITNESS:

By: BGP Management, LLC, a Delaware limited liability company, its managing member

Signature:  (b)(6)  
Print Name: Natalie Scott

By: Barton Government Portfolio, LLC,  
a Delaware limited liability company  
its sole member

By:  (b)(6)  
Name: James Barton  
Title: Manager

[illegible]

BE IT REMEMBERED that on this 25th day of June, 2015 before me, the subscriber, a Notary Public, personally appeared James Barton, who, I am satisfied, is the Manager of Barton Government Portfolio, LLC, sole member of BGP Management, LLC, Managing Member of SSA Egg Harbor, LLC and who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed and delivered the within instrument as the voluntary act and deed of said company by authority from its managing member.

(b)(6)

WENDY S. PRZYTYLA  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Apr. 19, 2019  
Acting in the County of

4-19-2019



NJ 5

**DISCHARGE OF MORTGAGE**  
**AND**  
**DISCHARGE OF ASSIGNMENT OF LEASES AND RENTS**

A certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") and a certain Assignment of Leases and Rents (the "Assignment of Leases"), each dated November 10, 2006, were made by **SSA EGG HARBOR, LLC**, in favor of **UBS REAL ESTATE INVESTMENTS INC.** The Mortgage and the Assignment of Leases were recorded in the Atlantic County Clerk's Office on November 20, 2006, in **Book 12487 as Instrument Number (CFN#) 2006115747** and in **Book 12487 as Instrument Number (CFN#) 2006115748**, respectively.

The original principal amount of the Mortgage was \$96,476,000.00.

The Mortgage and the Assignment of Leases were assigned by **UBS REAL ESTATE INVESTMENTS INC.** to **LASALLE BANK NATIONAL ASSOCIATION**, in its capacity as trustee for the registered holders of **LB-UBS Commercial Mortgage Trust 2006-C7, Commercial Mortgage Pass-Through Certificates, Series 2006-C7**, respectively, by that certain Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement and that certain Assignment of Assignment of Leases and Rents, each dated as of November 8, 2006, and recorded on August 26, 2008, in **Book 12883 as Instrument Number (CFN#) 2008065270** and **Book 12883 as Instrument Number (CFN#) 2008065271**.

The Mortgage and the Assignment of Leases were further assigned by **BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION**, in its capacity as trustee for the registered holders of **LB-UBS Commercial Mortgage Trust 2006-C7, Commercial Mortgage Pass-Through Certificates, Series 2006-C7** to **U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE**, for the registered holders of **LB-UBS Commercial Mortgage Trust 2006-C7, Commercial Mortgage Pass-Through Certificates, Series 2006-C7**, respectively, by that certain Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement and Other Loan Documents and that certain Assignment of Assignment of Leases and Rents, each executed on February 1, 2012, and recorded on March 6, 2012, in **Book 13397 as Instrument Number (CFN#) 2012013217** and **Book 13397 as Instrument Number (CFN#) 2012013218**.

Record and Return To:  
William P. Higgins, Jr., Esq.  
McCarter & English, LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, New Jersey 07102

After Recording Return To:  
Commonwealth Land Title Insurance Co.  
T. Vaillant *15-C 01481*  
1015 15<sup>th</sup> Street, NW, Suite 300  
Washington, DC 20005

Chicago Title Company, LLC  
2446 Church Road, 3<sup>rd</sup> Floor  
Toms River, NJ 08753

*2015-80376*

ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCPT # 1174099 RECD BY Theresa  
REC FEES \$50.00  
MARGINAL NOTATION \$10.00  
RECORDED 07/17/2015 11:56:46 AM  
INST # 2015041816 VOL 13931



The Mortgage and the Assignment of Leases were further assigned by **U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR-IN-INTEREST TO BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE**, for the registered holders of **LB-UBS Commercial Mortgage Trust 2006-C7, Commercial Mortgage Pass-Through Certificates, Series 2006-C7** also known as **U.S. Bank National Association**, a national banking association organized and existing under the laws of the United States of America, not in its individual capacity but solely in its capacity as Trustee for the registered holders of **LB-UBS Commercial Mortgage Trust 2006-C7, Commercial Mortgage Pass-Through Certificates, Series 2006-C7** to **LBUBS 2006-C7 GOVERNMENT PORTFOLIO MASTER SPE, LLC**, respectively, by that certain Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement and Other Loan Documents and that certain Assignment of Assignment of Leases and Rents, each executed on December 2, 2014, but to be effective as of February 19, 2014, and recorded on January 9, 2015 in **Book 13846 as Instrument Number (CFN#) 2015001066** and **Book 13846 as Instrument Number (CFN#) 2015001067**.

The Mortgage and the Assignment of Leases were further assigned by **LBUBS 2006-C7 GOVERNMENT PORTFOLIO MASTER SPE, LLC**, to **NATIONAL GSA VENTURE, LLC**, respectively, by that certain Assignment of Mortgage and that certain Assignment of Assignment of Leases and Rents, each executed on May 12, 2015, to be effective as of May 15, 2015, and recorded on May 28, 2015 in **Book 13907 as Instrument Number (CFN#) 2015031171** and **Book 13907 as Instrument Number (CFN#) 2015031172**.

The Mortgage and the Assignment of Leases have been **SATISFIED** and **DISCHARGED**. The Mortgage and the Assignment of Leases may now be discharged of record. This means that the Mortgage and the Assignment of Leases are now cancelled and void.

[SIGNATURE PAGE FOLLOWS]

I sign and CERTIFY to this Discharge of Mortgage and Discharge of Assignment of Leases and Rents on the 25th day of June, 2015.

Attested by:

**NATIONAL GSA VENTURE, LLC, a Delaware  
limited liability company**

(b)(6)

(b)(6)

Name: Sophie Melniker  
Title: Compliance Legal Officer

By: \_\_\_\_\_  
Name: Bruce Nuzie  
Title: Vice President and Treasurer

(b)(6)

(b)(6)

Name: Michael Musante  
Title: AVP

By: \_\_\_\_\_  
Name: Howard Fife  
Title: Vice President

STATE OF Connecticut

COUNTY OF Fairfield

)  
)  
SS.:

I CERTIFY that on the 25th day of June, 2015, Bruce Nuzie and Howard Fife personally came before me and stated to my satisfaction that they: (a) were the makers of the attached instrument; (b) were authorized to and did execute this instrument as above-titled officers of the entity named in this instrument; and (c) executed this instrument as the act of the entity named in this instrument

(b)(6)

Notary Public

MARGARET FICAND  
Notary Public  
Connecticut  
My Commission Expires Jul 31, 2015



Chicago Title Company, LLC  
2446 Church Road 3<sup>rd</sup> Floor  
Toms River NJ 08753  
2015-80370



ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCPT # 1174099 RECD BY Theresa  
REC FEES \$25.00  
RECORDED 07/17/2015 11:54:46 AM  
INST # 2015041817 VOL 13931

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Recording Return To:  
Commonwealth Land Title Insurance Co.  
T. Vaillant 15-001481  
1015 15<sup>th</sup> Street, NW, Suite 300  
Washington, DC 20005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

Book 13607 CFN #2013035782

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed [for record] (or recorded) in the  
☒ REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions  
in regards to changing the name/address of a party.

☐ DELETE name: Give record name  
to be deleted in item 5a or 5b.

☐ ADD name: Complete item 7a or 7b, and also item 7c;  
also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

SSA EGG HARBOR, LLC

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

Not Applicable

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

THIS IS AN UNOFFICIAL COPY

until the document has  
completed the recording  
process and has been  
verified.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

NATIONAL GSA VENTURE, LLC

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Atlantic County, NJ

## SCHEDULE "A"

ALL that certain tract or parcel of land and premises situate, lying and being in the Township of Egg Harbor, County of Atlantic and State of New Jersey and more particularly described as follows:

BEGINNING at a point in the northerly line of Fire Road (66' wide), said point being the point of curvature of a curve, said curve also being the easterly line of Doughty Road (49.5' wide), being concave to the right, having a radius of 25.00 feet, a central angle of 87 degrees, 17 minutes, 45 seconds, thence;

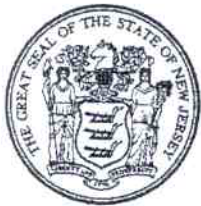
1. Along the arc of said curve 38.09 feet, to the point of curvature of a curve, being concave to the right, having a radius of 210.00 feet, central angle of 20 degrees, 44 minutes, 57 seconds, thence;
2. Continuing along said easterly line, for the following three (3) courses, along the arc of said curve 76.05 feet, thence;
3. South 88 degrees, 07 minutes, 55 seconds, West, a distance of .025 feet, to a point; thence;
4. North 01 degrees, 52 minutes, 05 seconds, West, a distance of 348.61 feet, to a point being a southwesterly corner of Lot 21, Block 902, of said Township, thence;
5. Along a southerly line of said Lot 21, North 88 degrees, 07 minutes, 55 seconds, East, a distance of 274.58 feet, to a point being a southwesterly corner of said Lot 21, thence;
6. Along a westerly line of said Lot 21, South 22 degrees, 33 minutes, 32 seconds, East, a distance of 238.94 feet, to a point on said northerly line of Fire Road, thence;
7. Along said northerly line, South 53 degrees, 48 minutes, 35 seconds, West, a distance of 380.21 feet, to the point and place of BEGINNING

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 902, Lot 22 on the official tax map of the Township of Egg Harbor, County of Atlantic, State of New Jersey

Block 902, Lot 23 on the official tax map of the Township of Egg Harbor, County of Atlantic, State of New Jersey



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

SSA Egg Harbor, LLC

Current Resident Address:

Street: 8100 Macomb Street

City, Town, Post Office

Grosse Ile

State

MI

Zip Code

48138

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

902

Lot(s)

22 and 23

Qualifier

Street Address:

1350 Doughty Road

City, Town, Post Office

Egg Harbor Township

State

NJ

Zip Code

08234

Seller's Percentage of Ownership

100%

Consideration

\$1000

In lieu of foreclosure

Closing Date

6/15/2015

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)**

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☒ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6.25.15

Date

James Baran

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact



STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF Michigan

SS. County Municipal Code  
0108

COUNTY Wayne

MUNICIPALITY OF PROPERTY LOCATION Egg Harbor Township

FOR RECORDER'S USE ONLY

Consideration \$ \_\_\_\_\_  
RTF paid by seller \$ \_\_\_\_\_  
Date By \_\_\_\_\_

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, D. James Barton (Name) being duly sworn according to law upon his/her oath,  
deposes and says that he/she is the corporate officer in a deed dated June 26 2015 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 902 Lot number 22 and 23 located at  
1350 Doughty Road, Egg Harbor and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 1000 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ 1,777,800.00 + 98.16 % = \$ 1,811,124.69

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
(a) solely in order to provide or release security for a debt or obligation

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)  
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):  
For Consideration less than 100.00 (TAR)

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. \* (Instruction #9 on reverse side for A or B)  
B. { BLIND PERSON Grantor(s) ☐ legally blind or;  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.  
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.  
☐ No contributions to capital by either grantor or grantee legal entity.  
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 24 day of June, 2015

GAIL L. BAVARD  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Mar 29, 2021  
ACTING IN COUNTY OF Wayne

(b)(6)

Signature of Deponent

SSA Egg Harbor LLC

Grantor Name

8100 Macomb Street  
Grosse Ile, MI 48138

Deponent Address

Grantor Address at Time of Sale

XXX-XXX- 323

(b)(6)

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY

PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:  
[www.state.nj.us/treasury/taxation/lpt/localtax.htm](http://www.state.nj.us/treasury/taxation/lpt/localtax.htm)



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**DEED IN LIEU OF FORECLOSURE**

Dated: June 25, 2015

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**SSA EGG HARBOR, LLC,**

**Grantor,**

--to--

**UIRC-GSA V EGG HARBOR NJ, LLC**

**Grantee.**

Record & ~~return to:~~

William P. Higgins, Jr., Esq.  
McCarter & English, LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, New Jersey 07102

After Recording Return To:  
Commonwealth Land Title Insurance Co.  
T. Vaillant 15-001481  
1015 15<sup>th</sup> Street, NW, Suite 300  
Washington, DC 20005

Chicago Title Company, LLC  
2446 Church Road, 3<sup>rd</sup> Floor  
Toms River, NJ 08753

2015-8370



ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCPT # 1174099 RECD BY Theresa  
REC FEES \$400.00  
RECORDED 07/17/2015 11:54:46 AM  
INST # 2015041819 VOL 13931

## **MORTGAGE AND SECURITY AGREEMENT**

**UIRC-GSA V EGG HARBOR NJ, LLC, as mortgagor  
(Borrower)**

to

**UIRC-GSA V, LLC, as mortgagee  
(Lender)**

Dated as of June 30, 2015

PREPARED BY:

William P. Higgins Jr., Esq.  
McCARTER & ENGLISH, LLP  
100 Mulberry Street, Four Gateway Center  
Newark, New Jersey 07102

AFTER RECORDING RETURN TO:

After Recording Return To:  
Commonwealth Land Title Insurance Co.  
T. Vaillant 15-001481  
1015 15<sup>th</sup> Street, NW, Suite 300  
Washington, DC 20005

Chicago Title Company, LLC  
2446 Church Road, 3<sup>rd</sup> Floor  
Toms River, NJ 08753  
2015-80376

PROPERTY ADDRESS:  
1350 Doughty Road  
Egg Harbor, New Jersey 08234



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## EXHIBITS

Exhibit A – Legal Description of Land

Exhibit B – Description of Personal Property

Exhibit C – Permitted Encumbrances

## DEFINITIONS

The terms set forth below are defined in the following sections of this Instrument.

Actions	§9.04	Lease	§9.05(k)
Additional Funds	§3.07(c)	Leases	Recitals, §2(A)(ix)
Affecting the Property	§3.12(a)	Lender	Preamble
All	§9.05(m)	Lessee	§9.05(k)
Anti-Terrorism	§3.20(b)	Lessor	§9.05(k)
Any	§9.05(m)	Liens	§3.09
Assessments	§3.03(a)	Loan	Recitals, §1
Assignment	Recitals, §2(B)	Losses	§8.02
Award	§3.08(b)	Microbial Matter	§3.12(a)
Bankruptcy Code	Recitals, §2(A)(ix)	Net Proceeds	§3.07(d)
Borrower	Preamble	Note	Recitals, §1
Code	§2.05	Notice	§9.02
Costs	§4.01	O&M Plan	§3.12(b)
Damage	§3.07(a)	Obligations	§1.01
Default Rate	§1.01(a)	OFAC	§2.09
Demand	§9.12(n)	OFAC Lists	§2.09
Deposits	§3.10	OFAC Violation	§3.20(e)
Documents	§1.02	On Demand	§9.05(n)
Environmental Indemnity	§8.05	Organization State	§2.01
Environmental Law	§3.12(a)	Owned	§9.05(1)
Environmental Liens	§3.12(b)	Permitted Encumbrances	Recitals, §2(B)
Environmental Report	§3.12(a)	Person	§9.05(i)
ERISA	§3.11	Personal Property	§6.02(j)
Event of Default	§6.01	Prepayment Premium	§1.01(a)
Executive Order 13224	§2.09	Property	Recitals, §2(A)
First Notice	§3.15(b)	Property State	§2.01
Flood Acts	§2.04(a)	Provisions	§9.05(j)
Foreign Person	§2.05	Rating Agency	§9.06
Grace Period	§6.01 (b)	Release	§3.12(x)
Hazardous Materials	§3.12(a)	Rent. Loss Proceeds	§3.07(c)
Impositions	§3.1.0	Rents	Recitals, §2(A)
Improvements	Recitals, §2(A)(ii)	Restoration	§3.07(a)
Include, Including	§9.05(f)	Second Notice	§3.15(b)
Indemnified Parties	§8.02	Securities	§9.06
Indemnify	§8.02	Security Agreement	§7.01
Individual Beneficiaries	§2.09	Taking	§3.08(a)
Individual Shareholders	§2.09	Tenant	Recitals, §2(A)(vi)
Instrument	Preamble	Tenants	§9.05(k)
Insurance Premiums	§3.10	Transaction Tales	§3.03(c)
Investors	§9.06	U.C.C.	§2.02
Land	Recitals, §2(A)(i)	Upon Demand	§9.05(n)
Laws	§3.05(e)	Violation	§3.11



## MORTGAGE AND SECURITY AGREEMENT

30th day of June, 2015 by **UIRC-GSA V EGG HARBOR NJ, LLC**, a Delaware limited liability company, having its principal office and place of business at c/o UIRC-GSA V, LLC, Attention: Manager, 15700 W. 103<sup>rd</sup> Street, Lemont, IL 60439, as mortgagor ("Borrower"), to **UIRC-GSA V, LLC**, a Delaware limited liability company, having an office at c/o UIRC-GSA V Manager, Inc., Attention: Manager, 15700 W. 103<sup>rd</sup> Street, Lemont, IL 60439, as mortgagee ("Lender").

### RECITALS

1. Borrower, by the terms of a Loan Agreement of even date herewith (the "Loan Agreement") and a U.S. General Service Administration Lease Revenue Bonds, Series 2015-A (Federally Taxable) Promissory Note of even date herewith (the "Note"), and in connection with the loan (the "Loan") from Lender to Borrower, is indebted to Lender in the principal sum of Two Million One Hundred Sixty Nine Thousand One Hundred Twenty-Six and 00/100 Dollars (\$2,169,126.00).

2. Borrower desires to secure the payment of and the performance of all of its obligations under the Note and certain additional Obligations (defined in §1.01).

IN CONSIDERATION of the principal sum of the Note, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower irrevocably:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages, warrants, and conveys to Lender, and grants Lender a security interest in, the following property, rights, interests and estates owned by Borrower (collectively, the "Property"):

(i) The real property in Atlantic County, State of New Jersey and described in Exhibit A ("Land");

(ii) All buildings, structures and improvements (including fixtures) now or later located in or on the Land, and all components thereof ("Improvements");

(iii) All easements, estates, and interests including hereditaments, servitudes, appurtenances, tenements, mineral and oil/gas rights, water rights, air rights, development power or rights, options, reversion and remainder rights, and any other rights owned by Borrower and relating to or usable in connection with or access to the Property;

(iv) All right, title, and interest owned by Borrower in and to all land lying within the rights-of-way, roads, or streets, open or proposed, adjoining the Land to the center line thereof, and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

(v) All right, title, and interest of Borrower in, to, and under all plans, specifications, surveys, studies, reports, permits, licenses, agreements, contracts, instruments, books of account, insurance policies, and any other documents relating to the use, construction, occupancy, leasing, activity, or operation of the Property;

(vi) All of the fixtures and personal property described in Exhibit B owned by Borrower and replacements thereof; but excluding all personal property owned by any tenant (a "Tenant") of the Property;



(vii) All of Borrower's right, title and interest proceeds (including conversion to cash or liquidation claims) of (A) insurance relating to the Property and (B) all awards made for the taking by eminent domain (or by any proceeding or purchase in lieu thereof of the Property, including awards resulting from a change of any streets (whether as to grade, access, or otherwise)) and for severance damages;

(viii) All tax refunds, including interest thereon, tax rebates, tax credits, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Property;

(ix) All leasehold estates, ground leases, leases, subleases, licenses, or other agreements affecting the use, enjoyment or occupancy of the Property now or later existing (including any use or occupancy arrangements created pursuant to Title 7 or 11 of the United States Code, as amended from time to time, or any similar federal or state laws now or later enacted for the relief of debtors (the "Bankruptcy Code")) and all extensions and amendments thereto (collectively, the "Leases") and all of Borrower's right, title and interest under the Leases, including all guaranties thereof;

(x) All rents, issues, profits, royalties, receivables, use and occupancy charges (including all oil, gas or other mineral royalties and bonuses), income and other benefits now or later derived from any portion or use of the Property (including any payments received with respect to any Tenant or the Property pursuant to the Bankruptcy Code) and all cash, security deposits, advance rentals, or similar payments relating thereto (collectively, the "Rents") and all proceeds from the cancellation, termination, surrender, sale or other disposition of the Leases, and the right to receive and apply the Rents to the payment of the Obligations; and

(xi) All of Borrower's rights and privileges heretofore or hereafter otherwise arising in connection with or pertaining to the Property, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Borrower under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale or use of the Property.

B. Absolutely and unconditionally assigns, sets over, and transfers to Lender all of Borrower's right, title, interest and estates in and to the Leases and the Rents, subject to the terms and license granted to Borrower under that certain Assignment of Leases and Rents made by Borrower to Lender dated the same date as this Instrument (the "Assignment"), which document shall govern and control the provisions of this assignment.

TO HAVE AND TO HOLD the Property unto Lender and its successors and assigns forever, subject to the matters listed in Exhibit C ("Permitted Encumbrances") and the provisions, terms and conditions of this Instrument,

PROVIDED, HOWEVER, if Borrower shall pay and perform the Obligations as provided for in the Documents (defined below) and shall comply with all the provisions, terms and conditions in the Documents, these presents and the estates hereby granted (except for the Obligations of Borrower set forth in §§3.11 and 3.12 and Article VIII hereof) shall cease, terminate and be void.

IN FURTHERANCE of the foregoing, Borrower warrants, represents, covenants and agrees as follows:



## ARTICLE I - OBLIGATIONS

*1.01 Obligations.* Instrument is executed, acknowledged, and delivered by Borrower to secure and enforce the following obligations (collectively; the "Obligations"):

(a) Payment of all obligations, indebtedness and liabilities under the Documents including (i) any prepayment premium specified in the Note or the Loan Agreement ("Prepayment Premium"), (ii) interest at both the rate specified in the Note (the "Note Rate") and at the Default Rate (defined below), if applicable and to the extent permitted by Laws (defined below), and (iii) renewals, extensions, and amendments of the Documents;

(b) Performance of every obligation, covenant, and agreement under the Documents including renewals, extensions, and amendments of the Documents; and

(c) Payment of all sums advanced (including costs and expenses) by Lender pursuant to the Documents including renewals, extensions, and amendments of the Documents.

The "Default Rate" shall be the lesser of (i) the maximum rate allowed by law or (ii) five percent (5%) plus the Note Rate.

*1.02 Documents.* The "Documents" shall mean this Instrument, the Loan Agreement, the Note, the Assignment, and any other written agreement executed in connection with the Loan (but excluding any Loan application or Loan commitment) and by the party against whom enforcement is sought, including those given to evidence or further secure the payment and performance of any of the Obligations, and any renewals, extensions, and amendments of the foregoing, executed by the party against whom enforcement is sought. All of the provisions of the Documents are incorporated into this Instrument as if set forth in this Instrument.

*1.03 Maturity Date.* The stated maturity date, of the Obligations is **December 5, 2035**, unless accelerated or extended pursuant to the terms of the Loan Agreement or other Documents.

## ARTICLE II - REPRESENTATIONS AND WARRANTIES

Borrower hereby represents and warrants to Lender as follows:

*2.01 Title, Legal Status and Authority.* Borrower (i) is seised of the Land and Improvements in fee simple and has good and marketable title to the Property, free and clear of all liens, charges, encumbrances, and security interests, except the Permitted Encumbrances; (ii) will forever warrant and defend its title to the Property and the validity, enforceability, and priority of the lien and security interest created by this Instrument against the claims of all persons, (iii) is a limited liability company, duly organized, validly existing, and in good standing and qualified to transact business under the laws of its state of organization or incorporation ("Organization State") and the state where the Property is located ("Property State"); and (iv) has all necessary approvals, governmental and otherwise, and full power and authority to own its properties (including the Property) and carry on its business.

*2.02 Validity of Document.* The execution, delivery and performance of the Documents and the borrowing evidenced by the Note and the Loan Agreement (i) are within the power of Borrower; (ii) have been authorized by all requisite action; (iii) have received all necessary approvals and consents; (iv) will not violate, conflict with, breach, or constitute (with notice or lapse of time, or both) a default under (1) any law, order or judgment of any court, governmental authority, or the governing instrument of Borrower or (2) any indenture, agreement, or other instrument to which Borrower is a party or by which it



or any of its property is bound or affected; (v) will not result in the, imposition of any lien, charge, or encumbrance upon any of its properties or assets except for those in this instrument; and (vi) will not require any authorization or license from, or any filing with, any governmental or other body (except for the recordation of this Instrument, the Assignment and Uniform Commercial Code ("U.C.C.") filings). The Documents constitute legal, valid, and binding obligations of Borrower.

2.03 *Litigation.* There is no action, suit, or proceeding, judicial, administrative, or otherwise (including any condemnation or similar proceeding), pending or, to the best knowledge of Borrower, threatened or contemplated against, or affecting, Borrower or the Property which would have a material adverse effect on either the Property or Borrower's ability to perform its obligations.

2.04 *Status of Property.*

(a) The Land and Improvements are not located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994, as each have been or may be amended, or any successor law (collectively, the "Flood Acts") or, if located within any such area, Borrower has and will maintain the insurance prescribed in §3.06 below.

(b) Borrower has all necessary (i) certificates, licenses, and other approvals, governmental and otherwise, for the operation of the Property and the conduct of its business and (ii) zoning, building code, land use, environmental and other similar permits or approvals, all of which are currently in full force and effect and not subject to revocation, suspension, forfeiture, or modification. The Property and its use and occupancy is in compliance with all Laws and Borrower has received no notice of any violation or potential violation of the Laws which has not been remedied or satisfied.

(c) Property is served by all utilities (including water and sewer) required for its use.

(d) All public roads and streets necessary to serve the Property for its use have been completed, are serviceable legally open, and have been dedicated to and accepted by the appropriate governmental entities.

(e) The Property is free from damage caused by fire or other casualty.

(f) All costs and expenses for labor, materials, supplies, and equipment used in the construction of the Improvements have been paid in full except for the Permitted Encumbrances.

(g) Borrower owns and has paid in full for all furnishings, fixtures, and equipment (other than Tenants' property) used in connection with the operation of the Property, free of all security interests, liens, or encumbrances except the Permitted Encumbrances and those created by this Instrument.

(h) The Property is assessed for real estate tax purposes as one or more wholly independent tax lot(s), separate from any adjoining land or improvements, and no other land or improvements are assessed and taxed together with the Property.

2.05 *Tax Status of Borrower.* Borrower is not a "foreign person" within the meaning of §§1445 and 7701 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"). Borrower further represents and warrants to Lender that Borrower is not a "disregarded entity" as defined in §1.1445-2(b)(2)(iii) of the Income Tax Regulations issued under the Code.



2.06 *Bankruptcy and Equivalent Value.* No bankruptcy, reorganization, insolvency, liquidation, or other proceeding for the relief of debtors has been instituted by or against Borrower, any general partner of Borrower (if Borrower is a partnership), or any manager or managing member of Borrower (if Borrower is a limited liability company). Borrower has received reasonably equivalent value for granting this Instrument.

2.07 *Disclosure.* Borrower has disclosed to Lender all material facts and has not failed to disclose any material fact that could cause any representation or warranty made herein to be materially misleading. There has been no adverse change in any condition, fact, circumstance, or event that would make any such information materially inaccurate, incomplete or otherwise misleading.

2.08 *Illegal Activity.* No portion of the Property has been or will be purchased, improved, fixtured, equipped or furnished with proceeds of any illegal activity and, to the best of Borrower's knowledge, there are no illegal activities at or on the Property.

2.09 *Lists.* That (i) neither Borrower, nor any persons or entities holding any legal or beneficial interest; whatsoever in Borrower (whether directly or indirectly), are named on any list of persons, entities, and governments issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support. Terrorism ("Executive Order 13224"), as in effect on the date hereof, or any similar list issued by OFAC or any other department or agency of the United States of America (collectively, the "OFAC Lists"); provided, however, that (A) with respect to individual beneficiaries of any governmental plans or employee benefit plans holding interests in Borrower (collectively, the "Individual Beneficiaries"), the foregoing representations and warranties are limited to Borrower's actual knowledge, and (B) with respect to individual shareholders of any publicly traded company holding an interest in Borrower (collectively, the "Individual Shareholders"), the foregoing representations and warranties are limited to Borrower's actual knowledge; (ii) neither Borrower, nor any persons or entities holding any legal or beneficial interest whatsoever in Borrower (whether directly or indirectly), are included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in the OFAC Lists; provided, however, that (A) with respect to any Individual Beneficiaries holding a interests in Borrower, the foregoing representations and warranties are limited to Borrower's actual knowledge, and (B) with respect to any Individual Shareholders holding interests in Borrower, the foregoing representations and warranties are limited to Borrower's actual knowledge; (iii) neither any guarantor, nor any persons or entities holding any legal or beneficial interest whatsoever in any guarantor (whether directly or indirectly), are named on any (OFAC Lists; provided, however, that (A) with respect to any Individual Beneficiaries holding interests in any guarantor, the foregoing representations and warranties are limited to Borrower's actual knowledge, and (B) with respect to any Individual Shareholders holding interests in any guarantor, the foregoing representations and warranties are limited to Borrower's actual knowledge; (iv) neither any guarantor, nor any persons or entities holding any legal or beneficial interest whatsoever in any guarantor (whether directly or indirectly), are included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in the OFAC Lists; provided, however, that (A) with respect to any Individual Beneficiaries holding interests in any guarantor, the foregoing representations and warranties are limited to Borrower's actual knowledge, and (B) with respect to any individual Shareholders holding interests in any guarantor, the foregoing representations and warranties are limited to Borrower's actual knowledge; and (v) neither Borrower nor any guarantor has knowingly conducted business with or engaged in any transaction with any person or entity named on any of the OFAC Lists or any person or entity included in, owned by, controlled by, acting for or on behalf of, providing assistance,



support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in the OFAC Lists.

2.10 *Property as Single Asset.* That (i) Borrower's only asset is the Property, and (ii) the Property generates substantially all of the gross income of the Borrower and there is no substantial business being conducted by the Borrower other than the business of operating the Property and the activities incidental thereto.

### **ARTICLE III - COVENANTS AND AGREEMENTS**

Borrower covenants and agrees with Lender as follows:

3.01 *Payment of Obligations.* Borrower shall timely pay and cause to be performed the Obligations.

3.02 *Continuation of Existence.* Borrower shall not (a) dissolve, terminate, or otherwise dispose of, directly, indirectly or by operation of law, all or substantially all of its assets; (b) reorganize or change its legal structure without Lender's prior written consent, except as otherwise expressly permitted under Article V below; (c) change its name, address, or the name under which Borrower conducts its business without promptly notifying Lender; or (d) do anything to cause the representations in §2.02 to become untrue.

3.03 *Taxes and Other Charges.*

(a) Payment of Assessments. Borrower shall pay when due all taxes, liens, assessments, utility charges (public or private and including sewer fees), ground rents, maintenance charges, dues, fines, impositions, and public and other charges of any character (including penalties and interest) assessed against, or which could become a lien against, the Property ("Assessments") and in all events prior to the date any fine, penalty, interest or charge for nonpayment may be imposed. Unless Borrower is making deposits per §3.10, Borrower shall provide Lender with receipts evidencing such payments (except for income taxes, franchise taxes, ground rents, maintenance charges, and utility charges) within thirty (30) days after their due date.

(b) Right to Contest. So long as no Event of Default (defined below) has occurred, Borrower may, prior to delinquency and at its sole expense, contest any Assessment, but this shall not change or extend Borrower's obligation to pay the Assessment as required above unless (i) Borrower gives Lender prior written notice of its intent to contest an Assessment; (ii) Borrower demonstrates to Lender's reasonable satisfaction that (A) the Property will not be sold to satisfy the Assessment prior to the final determination of the legal proceedings, (B) Borrower has taken such actions as are required or permitted to accomplish a stay of any such sale, and (C) Borrower has either (1) furnished a bond or surety (satisfactory to Lender in form and amount) sufficient to prevent a sale of the Property or (2) at Lender's option, deposited one hundred fifty percent (150%) of the full amount necessary to pay any unpaid portion of the Assessments with Lender; and (iii) such proceeding shall be permitted under any other instrument to which Borrower or the Property is subject (whether superior or inferior to this Instrument); provided, however, that the foregoing shall not restrict the contesting of any income taxes, franchise taxes, ground rents, maintenance charges, and utility charges.

(c) Documentary Stamps and Other Charges. Borrower shall pay all taxes, assessments, charges, expenses, costs and fees (including registration and recording fees and revenue, transfer, stamp, intangible, and any similar taxes) (collectively, the "Transaction Taxes") required in connection with the making and/or recording of the Documents. If Borrower fails to pay the Transaction Taxes after demand, Lender may (but is not obligated to) pay these and Borrower shall reimburse Lender on demand for any



amount so paid with interest at the applicable interest rate specified in the Note or the Loan Agreement, which shall be the Default Rate unless prohibited by Laws.

(d) Changes in Laws Regarding Taxation. If any law (i) deducts from the value of real property for the purpose of taxation any lien or encumbrance thereon, (ii) taxes mortgages or debts secured by mortgages for federal, state or local purposes or changes the manner of the collection of any such existing taxes, and/or (iii) imposes a tax, either directly or indirectly, on any of the Documents or the Obligations, Borrower shall, if permitted by law, pay such tax within the statutory period or within twenty (20) days after demand by Lender, whichever is less, provided, however, that if, in the opinion of Lender, Borrower is not permitted by law to pay such taxes, Lender shall have the option to declare the Obligations immediately due and payable (without any Prepayment Premium) upon sixty (60) days' notice to Borrower.

*3.04 Defense of Title, Litigation, and Rights under Documents.* Borrower shall forever warrant, defend and preserve Borrower's title to the Property, the validity, enforceability and priority of this Instrument and the lien or security interest created thereby, and any rights of Lender under the Documents against the claims of all persons, and shall promptly notify Lender of any such claims. Lender (whether or not named as a party to such proceedings) is authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for the defense of any such proceeding or the protection of the lien, security interest, validity, enforceability, or priority of this Instrument, title to the Property, or any rights of Lender under the Documents, including the employment of counsel, the prosecution and/or defense of litigation, the compromise, release, or discharge of such adverse claims, the purchase of any tax title, the removal of any such liens and security interests, and any other actions Lender deems necessary to protect its interests. Borrower authorizes Lender to take any actions required to be taken by Borrower, or permitted to be taken by Lender, in the Documents in the name and on behalf of Borrower. Borrower shall reimburse Lender on demand for all expenses (including attorneys' fees) incurred by it in connection with the foregoing and Lender's exercise of its rights under the Documents. All such expenses of Lender, until reimbursed by Borrower, shall be part of the Obligations, bear interest from the date of demand at the Default Rate, and shall be secured by this Instrument.

*3.05 Compliance With Laws and Operation and Maintenance of Property.*

(a) Repair and Maintenance. Borrower will operate and maintain the Property in good order, repair, and operating condition. Borrower will promptly make all necessary repairs, replacements, additions, and improvements necessary to ensure that the Property shall not in any way be diminished or impaired. Borrower will not cause or allow any of the Property to be misused, wasted, or to deteriorate and Borrower will not abandon the Property. No new building, structure, or other improvement shall be constructed on the Land nor shall any material part of the Improvements be removed, demolished, or structurally or materially altered, without Lender's prior written consent.

(b) Replacement of Property. Borrower will keep the Property fully equipped and will replace all worn out or obsolete personal property in a commercially reasonable manner with comparable fixtures or personal property. Borrower will not, without Lender's prior written consent, remove any personal property covered by this Instrument unless the same is replaced by Borrower in a commercially reasonable manner with a comparable article (i) owned by Borrower free and clear of any lien or security interest (other than the Permitted Encumbrances and those created by this Instrument) or (ii) leased by Borrower (A) with Lender's prior written consent or (B) if the replaced personal property was leased at the time of execution of this Instrument.

(c) Compliance with Laws. Borrower shall comply with and shall cause the Property to be maintained, used, and operated in compliance with all (i) present and future laws, Environmental Laws



(defined below), ordinances, regulations, rules, orders and requirements (including zoning and building codes) of any governmental or quasi-governmental authority or agency applicable to Borrower or the Property (collectively, the "Laws"); (ii) orders, rules, and regulations of any regulatory, licensing, accrediting, insurance underwriting or rating organization, or other body exercising similar functions; (iii) duties or obligations of any kind imposed under any Permitted Encumbrance or by law, covenant, condition, agreement, or easement public or private; and (iv) policies of insurance at any time in force with respect to the Property. If proceedings are initiated or Borrower receives notice that Borrower or the Property is not in compliance with any of the foregoing, Borrower will promptly send Lender notice and a copy of the proceeding or violation notice. Without limiting Lender's rights and remedies under Article VI or otherwise, if Borrower or the Property is not in compliance with all Laws, Lender may impose additional requirements upon Borrower including, monetary reserves or financial equivalents.

(d) Zoning and Title Matters. Borrower shall not, without Lender's prior written consent (i) seek or support any zoning reclassification of the Property or variance under existing zoning ordinances; (ii) modify or supplement any of the Permitted Encumbrances; (iii) impose any restrictive covenants or encumbrances upon the Property; (iv) execute or file any subdivision plat affecting the Property; (v) consent to the annexation of the Property to any municipality; (vi) permit the Property to be used by the public or any person in a way that might make a claim of adverse possession or any implied dedication or easement possible; (vii) cause or permit the Property to become a non-conforming use under zoning ordinances or any present or future non-conforming use of the Property to be discontinued; or (viii) fail to comply with the terms of the Permitted Encumbrances.

### 3.06 Insurance.

(a) Borrower must obtain and maintain, or cause to be obtained and maintained, property and casualty and liability insurance (including from the earliest date available, business interruption coverage in an amount sufficient to cover loss of revenues and other income by the Borrower by reason of total or partial suspension of, or interruption in the operation of the Property caused by damage or destruction of the Property in an amount not less than the product of the Applicable Percentage (as defined in the Loan Agreement), multiplied by the sum of: (i) the Maximum Annual Debt Service (as defined in the Loan Agreement) on the Bonds (as defined in the Loan Agreement); plus (ii) 12 months' budgeted operating expenses of the Property; minus (iii) those operating expenses avoided as a result of and during the period of interruption). Borrower may not self-insure.

(b) All such coverage must be reviewed and approved by an independent insurance consultant or broker acceptable to the Lender on the date of this Instrument, including certification as to amounts and coverage of risks as customarily maintained by similarly situated entities. All such insurers must be rated at least "Excellent (A/A-)" by Best or "A" by Standard & Poor's. All insurance policies required hereunder shall contain a standard mortgagee clause or lender's loss payable endorsement in favor of the Lender and the Trustee (as defined in the Loan Agreement), as mortgagee/loss payee, and the general liability insurance policies shall be endorsed to show the Lender and the Trustee as additional insureds. At the time such insurance is required above, an ACORD 28 (or its equivalent) certificate or certificates of the insurers shall be furnished to the Trustee confirming that such insurance is in full force and effect and mandating that notice to the Trustee prior to any cancellation or lapse of such insurance, and all policies (including any required endorsements) shall be deposited with the Trustee (together with receipts indicating that premiums are being paid on an annual or more frequent basis in accordance with the terms of each such policy) and, prior to expiration of any such policy, Borrower shall furnish to the Trustee satisfactory evidence that such policy has been renewed or replaced or is no longer required by the financing documents. All policies evidencing such required insurance shall provide for thirty (30) days' (ten (10) days' for non-payment of premiums) prior written notice to Borrower and the Trustee of any cancellation, reduction in amount or material change in coverage.



(c) Workers' Compensation. The Borrower will at all times maintain workers' compensation coverage as required by the laws of the Property State.

(d) Insurers, Policy Forms and Loss Payees. Each insurance policy required by §3.06 with respect to the Property or the operations of the Borrower in the Property State shall be carried by stock or mutual insurance companies authorized to do business in the Property State which are financially responsible and capable of fulfilling the requirements of such policies. All such policies shall name the Borrower, the Lender and the Trustee as insured parties, beneficiaries or loss payees as their interests may appear. Each policy shall contain a provision to the effect that the insurer shall not cancel or substantially modify the policy provisions without first giving at least 30 days' written notice thereof (10 days for non-payment of premium) to the Borrower, the Lender, and the Trustee. In lieu of separate policies, the Borrower may maintain blanket policies which cover any one or more risks required to be insured against so long as the minimum coverages requirements herein are met. The Borrower shall file at least annually with the Trustee a certificate setting forth the policies of insurance maintained pursuant to this Instrument, the names of the insurers and insured parties, the amounts of such insurance and applicable deductibles, the risks covered thereby and the expiration dates thereof, together with a statement that such policies comply with the requirements of this Section.

(e) General Provisions. In the event of foreclosure of this Instrument or other transfer of title or assignment of the Property in extinguishment, in whole or in part, of the Obligations, all right, title, and interest of Borrower in and to all policies of insurance then in force regarding the Property and all proceeds payable thereunder and unearned premiums thereon shall immediately vest in the purchaser or other transferee of the Property. No approval by Lender of any insurer shall be construed to be a representation, certification, or warranty of its solvency. No approval by Lender as to the amount, type, or form of any insurance shall be construed to be a representation, certification, or warranty of its sufficiency. Borrower shall comply with all insurance requirements and shall not cause or permit any condition to exist which would be prohibited by any insurance requirement or would invalidate the insurance coverage on the Property.

(f) Waiver of Subrogation. A waiver of subrogation shall be obtained by Borrower from its insurers and, consequently, Borrower for itself, and on behalf of its insurers, hereby waives and releases any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for any loss of or damage to Borrower, other Persons, the Property, Borrower's property or the property of other Persons from any cause required to be insured against by the provisions of this instrument or otherwise insured against by Borrower.

### *3.07 Damage and Destruction of Property.*

(a) Borrower's Obligations. If any damage to, loss, or destruction of the Property occurs (any "Damage"), (i) Borrower shall promptly notify Lender and take all necessary steps to preserve any undamaged part of the Property and (ii) if the insurance proceeds are made available for Restoration (defined below) (but regardless of whether any proceeds are sufficient for Restoration), Borrower shall promptly commence and diligently pursue to completion the restoration, replacement, and rebuilding of the Property as nearly as possible to its value and condition immediately prior to the Damage or a Taking (defined below) in accordance with plans and specifications approved by Lender ("Restoration"). Borrower shall comply with other reasonable requirements established by Lender to preserve the security under this Instrument.

(b) Lender's Rights. If any Damage occurs and some or all of it is covered by insurance, then (i) Lender may, but is not obligated to, make proof of loss if not made promptly by Borrower and Lender is authorized and empowered by Borrower to settle, adjust, or compromise any claims for the Damage;



(ii) each insurance company concerned is authorized and directed to make payment directly to Lender for the Damage; and (iii) Lender may apply the insurance proceeds in any order it determines (1) to reimburse Lender for all Costs (defined below) related to collection of the proceeds and (2) subject to §3.07(c) and at Lender's option, to (A) payment (without any Prepayment Premium) of all or part of the Obligations, whether or not then due and payable, in the order determined by Lender (provided that if any Obligations remain outstanding after this payment, the unpaid Obligations shall continue in full force and effect and Borrower shall not be excused in the payment thereof); (B) the cure of any default under the Documents; or (C) the Restoration. Notwithstanding the foregoing, Borrower shall have the right to settle, adjust or compromise any claim for Damage if the total amount of such claim is less than Fifty thousand and No/100 Dollars (\$50,000.00), provided, that, Borrower promptly uses the full amount of such insurance proceeds for Restoration of the Damage and provides evidence thereof to Lender in a manner acceptable to Lender. Any insurance proceeds held by Lender shall be held without the payment of interest thereon. If Borrower receives any insurance proceeds for the Damage, Borrower shall promptly deliver the proceeds to Lender. Notwithstanding anything in this Instrument or at law or in equity to the contrary, none of the insurance proceeds paid to Lender shall be deemed trust funds and Lender may dispose of these proceeds as provided in this Section. Borrower expressly assumes all risk of loss from any Damage, whether or not insurable or insured against.

(c) Application of Proceeds to Restoration. Lender shall make the Net Proceeds (defined below) available to Borrower for Restoration if: (i) there shall then be no Event of Default; (ii) Lender shall be satisfied that (A) Restoration can and will be completed within one (1) year after the Damage occurs and at least one (1) year prior to the maturity of the Note and (B) Leases which are terminated or terminable as a result of the Damage cover an aggregate of less than ten percent (10%) of the total rentable square footage contained in the Property at the closing of the Loan or such Tenants agree in writing to continue their Leases; (iii) Borrower shall have entered into a general construction contract acceptable in all respects to Lender for Restoration, which contract must include provision for retainage of not less than ten percent (10%) until final completion of the Restoration; and (iv) in Lender's reasonable judgment, after Restoration has been completed the net cash flow of the Property will be sufficient to cover all costs and operating expenses of the Property, including payments due and reserves required under the Documents. Notwithstanding any provision of this Instrument to the contrary, Lender shall not be obligated to make any portion of the Net Proceeds available for Restoration (whether as a result of Damage or a Taking) unless, at the time of the disbursement request, Lender has determined in its reasonable discretion that (y) Restoration can be completed at a cost which does not exceed the aggregate of the remaining Net Proceeds and any funds deposited with Lender by Borrower ("Additional Funds") and (z) the aggregate of any loss of rental income insurance proceeds which the carrier has acknowledged to be payable ("Rent Loss Proceeds") and any funds deposited with Lender by Borrower are sufficient to cover all costs and operating expenses of the Property, including payments due and reserves required under the Documents.

(d) Disbursement of Proceeds. If Lender elects or is required to make insurance proceeds or the Award (defined below), as the case may be, available for Restoration, Lender shall, through a disbursement procedure established by Lender, periodically make available to Borrower in installments the net amount of all insurance proceeds or the Award, as the case may be, received by Lender after deduction of all reasonable costs and expenses incurred by Lender in connection with the collection and disbursement of such proceeds ("Net Proceeds") and, if any, the Additional Funds. The amounts periodically disbursed to Borrower shall be based upon the amounts currently due under the construction contract for Restoration and Lender's receipt of (i) appropriate lien waivers, (ii) a certification of the percentage of Restoration completed by an architect or engineer acceptable to Lender, and (iii) title insurance protection against materialmen's and mechanics' liens. At Lender's election, a disbursing agent selected by Lender shall disburse such funds, and Borrower shall pay such agent's reasonable fees and expenses. The Net Proceeds, Rent Loss Proceeds, and any Additional Funds shall constitute additional



security for the Loan and Borrower shall execute, deliver, file and/or record, at its expense, such instruments as Lender requires to grant to Lender a perfected, first-priority security interest in these funds. If the Net Proceeds are made available for Restoration and (x) Borrower refuses or fails to complete the Restoration, (y) an Event of Default occurs, or (z) the Net Proceeds or Additional Funds are not applied to Restoration then any undisbursed portion may, at Lender's option, be applied to the Obligations in any order of priority, and any application to principal shall be deemed a voluntary prepayment subject to the Prepayment Premium.

### 3.08 *Condemnation.*

(a) Borrower's Obligations. Borrower will promptly notify Lender of any threatened or instituted proceedings for the condemnation or taking by eminent domain of the Property including any change in any street (whether as to grade, access, or otherwise) (a "Taking"). Borrower shall, at its expense, (i) diligently prosecute these proceedings, (ii) deliver to Lender copies of all papers served in connection therewith, and (iii) consult and cooperate with Lender in the handling of these proceedings. No settlement of these proceedings shall be made by Borrower without Lender's prior written consent. Lender may participate in these proceedings (but shall not be obligated to do so) and Borrower will sign and deliver all instruments requested by Lender to permit this participation.

(b) Lender's Rights to Proceeds. All condemnation awards, judgments, decrees, or proceeds of sale in lieu of condemnation ("Award") are assigned, and shall be paid, to Lender. Borrower authorizes Lender to collect and receive them, to give receipts for them, to accept them in the amount received without question or appeal, and/or to appeal any judgment, decree, or award. Borrower will sign and deliver all instruments requested by Lender to permit these actions.

(c) Application of Award. Lender may apply any Award in any order it determines (1) to reimburse Lender for all Costs related to collection of the Award and (2) subject to §3.08(d) and at Lender's option, to (A) payment (without any Prepayment Premium) of all or part of the Obligations, whether or not then due and payable, in the order determined by Lender (provided that if any Obligations remain outstanding after this payment, the unpaid Obligations shall continue in full force and effect and Borrower shall not be excused in the payment thereof); (B) the cure of any default under the Documents; or (C) the Restoration. If Borrower receives any Award, Borrower shall promptly deliver such Award to Lender. Notwithstanding anything in this Instrument or at law or in equity to the contrary, none of the Award paid to Lender shall be deemed trust funds and Lender may dispose of these proceeds as provided in this Section.

(d) Application of Award to Restoration. Lender shall permit the application of the Award to restoration if (i) no more than (A) twenty percent (20%) of the gross area of the Improvements or (B) ten percent (10%) of the parking spaces is affected by the Taking, (ii) the amount of the loss does not exceed Fifty thousand and No/100 Dollars (\$50,000.00); (iii) the Taking does not affect access to the Property from any public right-of-way; (iv) there is no Event of Default at the time of the Taking or the application of the Award; (v) after Restoration, the Property and its use will be in compliance with all Laws; (vi) in Lender's reasonable judgment, Restoration is practical and can be completed within one (1) year after the Taking and at least one (1) year prior to the maturity of the Note; (vii) any and all Tenants agree in writing to continue their Leases; (viii) Borrower shall have entered into a general construction contract acceptable in all respects to Lender for Restoration, which contract must include provision for retainage of not less than ten percent (10%) until final completion of the Restoration; and (ix) in Lender's reasonable judgment, after Restoration has been completed the net cash flow of the Property will be sufficient to cover all costs and operating expenses of the Property, including payments due and reserves required under the Documents. Any portion of the Award that is in excess of the cost of any Restoration permitted above, may in Lender's sole discretion, be applied against the Obligations or paid to Borrower.



If the Award is disbursed to Borrower under the provisions of this §3.08(d), then such Award shall be disbursed to Borrower in accordance with the terms and conditions of §3.07(d).

(e) Effect on the Obligation. Notwithstanding any Taking, Borrower shall continue to pay and perform the Obligations as provided in the Documents. Any reduction in the Obligations due to application of the Award shall take effect only upon Lender's actual receipt and application of the Award to the Obligations. If the Property shall have been foreclosed or transferred by deed-in-lieu of foreclosure prior to Lender's actual receipt of the Award, Lender may apply the Award received to the extent of any deficiency upon such sale and Costs incurred by Lender in connection with such sale.

(f) Loan Agreement. Notwithstanding anything to the contrary in §3.07 or this §3.08, to the extent any of the terms and provisions in §3.07 or this §3.08 are inconsistent with Loan Agreement, the terms and provisions in the Loan Agreement shall control.

3.09 *Liens and Liabilities.* Borrower shall pay, bond, or otherwise discharge all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in a lien or encumbrance on the Property or the Rents (collectively, "Liens") and Borrower shall, at its sole expense, do everything necessary to preserve the lien and security interest created by this instrument and its priority. Nothing in the Documents shall be deemed or construed as constituting the consent or request by Lender, express or implied, to any contractor, subcontractor, laborer, mechanic or materialmen for the performance of any labor or the furnishing of any material for any improvement, construction, alteration, or repair of the Property. Borrower further agrees that Lender does not stand in any fiduciary relationship to Borrower. Any contributions made, directly or indirectly, to Borrower by or on behalf of any of its partners, members, principals or any party related to such parties shall be treated as equity and shall be subordinate and inferior to the rights of Lender under the Documents.

3.10 *Tax and Insurance Deposits.* In accordance with the Documents, Borrower shall make monthly deposits ("Deposits") with Lender equal to one-twelfth (1/12<sup>th</sup>) of the annual Assessments (except for income taxes, franchise taxes, ground rents, maintenance charges and utility charges) and the premiums for insurance required under §3.06 (the "Insurance Premiums") together with amounts sufficient to pay these items thirty (30) days before they are due (collectively, the "Impositions"), and all other deposits, escrows, and reserves required under the Documents. Lender shall estimate the amount of the Deposits until ascertainable. At that time, Borrower shall promptly deposit any deficiency. Borrower shall promptly notify Lender of any changes to the amounts, schedules and instructions for payment of the Impositions. Borrower authorizes Lender or its agent to obtain the bills for Assessments directly from the appropriate tax or governmental authority. All Deposits are pledged to Lender and shall constitute additional security for the Obligations. The Deposits shall be held by Lender without interest (except to the extent required under Laws) and may be commingled with other funds. If (i) there is no Event of Default at the time of payment, (ii) Borrower has delivered bills or invoices to Lender for the impositions in sufficient time to pay them when due, (iii) the Deposits are sufficient to pay the Impositions or Borrower has deposited the necessary additional amount, then Lender shall pay the Impositions prior to their due date. Any Deposits remaining after payment of the impositions shall, at Lender's option, be credited against the Deposits required for the following year or paid to Borrower. If an Event of Default occurs, the Deposits may, at Lender's option, be applied to the Obligations in any order of priority. Any application to principal shall be deemed a voluntary prepayment subject to the Prepayment Premium. Borrower shall not claim any credit against the principal and interest due under the Note for the Deposits. Upon an assignment or other transfer of this instrument, Lender may pay over the Deposits in its possession to the assignee or transferee and then it shall be completely released from all liability with respect to the Deposits. Borrower shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of the Deposits to a new assignee or transferee. Subject to Article V, a transfer of title to the Land shall automatically transfer to the new owner the beneficial interest in the



Deposits. Upon full payment and satisfaction of this Instrument or, at Lender's option, at any prior time, the balance of the Deposits in Lender's possession shall be paid over to the record owner of the Land and no other party shall have any right or claim to the Deposits. Lender may transfer all its duties under this §3.10 to such servicer or financial institution as Lender may periodically designate and Borrower agrees to make the Deposits to such servicer or institution.

### 3.11 ERISA.

(a) Borrower understands and acknowledges that, as of the date hereof, the source of funds from which Lender is extending the Loan will include one or more of the following accounts: (i) an "insurance company general account," as that term is defined in Prohibited Transaction Class Exemption ("PTE") 95-60 (60 Fed. Reg. 35925 (Jul. 12, 1995)), as to which Lender meets the conditions for relief in §§I and IV of PTE 95-60; (ii) pooled and single client insurance company separate accounts, which are subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and (iii) one or more insurance company separate accounts maintained solely in connection with fixed contractual obligations of the insurance company, under which the amounts payable or credited to the plan are not affected in any manner by the investment performance of the separate account.

(b) Borrower represents and warrants to Lender that (i) Borrower is not an "employee benefit plan" as defined in §3(3) of ERISA, or a "governmental plan" within the meaning of §3(32) of ERISA; (ii) Borrower is not a "party in interest," as defined in §3(14) of ERISA, other than as a service provider or an affiliate of a service provider, to any employee benefit plan that has invested in a separate account described in §3.11(a)(ii) above, from which funds have been derived to make the Loan, or if so, the execution of the Documents and making of the Loan thereunder do not constitute nonexempt prohibited transactions under ERISA; (iii) Borrower is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans, or if subject to such statutes, is not in violation thereof in the execution of the Documents and the making of the Loan thereunder; (iv) the assets of the Borrower do not constitute "plan assets" of one or more plans within the meaning of 29 C.F.R. §2510.3-101; and (v) one or more of the following circumstances is true: (1) equity interests in Borrower are publicly offered securities, within the meaning of 29 C.F.R. §2510.3-101(b)(2); (2) less than twenty-five percent (25%) of all equity interests in Borrower are held by "benefit plan investors" within the meaning of 29 C.F.R. §2510.3-101(f)(2); or (3) Borrower qualifies as an "operating company," a "venture capital operating company" or a "real estate operating company" within the meaning of 29 C.F.R. §2510.3-101(c), (d) or (e), respectively.

(c) Borrower shall deliver to Lender such certifications and/or other evidence periodically requested by Lender, in its sole discretion, to verify the representations and warranties in §3.11(b) above. Failure to deliver these certifications or evidence, breach of these representations and warranties, or consummation of any transaction which would cause this Instrument or any exercise of Lender's rights under this Instrument to (i) constitute a non-exempt prohibited transaction under ERISA or (ii) violate ERISA or any state statute regulating governmental plans (collectively, a "Violation"), shall be an Event of Default. Notwithstanding anything in the Documents to the contrary, no sale, assignment, or transfer of any direct or indirect right, title, or interest in Borrower or the Property (including creation of a junior lien, encumbrance or leasehold interest) shall be permitted which would, in Lender's opinion, negate Borrower's representations in this Section or cause a Violation. At least fifteen (15) days before consummation of any of the foregoing, Borrower shall obtain from the proposed transferee or lienholder (i) a certification to Lender that the representations and warranties of this §3.11, will be true after consummation and (ii) an agreement to comply with this §3.11.



### 3.12 *Environmental Representations, Warranties, and Covenants.*

(a) Environmental Representations and Warranties. Borrower represents and warrants, to the best of Borrower's knowledge (after due inquiry and investigation) and additionally based upon the environmental site assessment report of the Property (the "Environmental Report"), that except as fully disclosed in the Environmental Report delivered to and approved by Lender: (i) there are no Hazardous Materials (defined below) or underground storage tanks affecting the Property ("affecting the Property" shall mean "in, on, under, stored, used or migrating to or from the Property") except for (A) routine office, cleaning, janitorial and other materials and supplies necessary to operate the Property for its current use and (B) Hazardous Materials that are (1) in compliance with Environmental Laws (defined below), (2) have all required permits, and (3) are in only the amounts necessary to operate the Property; (ii) there are no past, present or threatened Releases (defined below) of Hazardous Materials in violation of any Environmental Law affecting the Property; (iii) there is no past or present non-compliance with Environmental Laws or with permits issued pursuant thereto; (iv) Borrower does not know of, and has not received, any written or oral notice or communication from any person relating to Hazardous Materials affecting the Property; and (v) Borrower has provided to Lender, in writing, all information relating to environmental conditions affecting the Property known to Borrower or contained in Borrower's files. "Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other government directives or requirements, as well as common law, that apply to Borrower or the Property and relate to Hazardous Materials including the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, and the Atomic Energy Act of 1985. "Hazardous Materials" shall mean petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives, flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; Microbial Matter, infectious substances, asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Property is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Environmental Law. "Release" of any Hazardous Materials includes any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, pumping, pouring, escaping, dumping, disposing or other movement of Hazardous Materials. "Microbial Matter" shall mean the presence of fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including, but not limited to, mold, mildew and viruses, whether or not such Microbial Matter is living.

(b) Environmental Covenants. Borrower covenants and agrees that: (i) all use and operation of the Property shall be in compliance with all Environmental Laws and required permits; (ii) there shall be no Releases of Hazardous Materials affecting the Property in violation of Environmental Laws; (iii) there shall be no Hazardous Materials affecting the Property except (A) routine office, cleaning and janitorial supplies, (B) in compliance with all Environmental Laws, (C) in compliance with all required permits, and (D) (1) in only the amounts necessary to operate the Property or (2) as shall have been fully disclosed to and approved by Lender in writing; (iv) Borrower shall keep the Property free and clear of all liens and encumbrances imposed by any Environmental Laws due to any act or omission by Borrower or any person (the "Environmental Liens"); (v) Borrower shall, at its sole expense, fully and expeditiously cooperate in all activities performed under §3.12(c) including providing all relevant information and making knowledgeable persons available for interviews; (vi) Borrower shall, at its sole expense, (A) perform any environmental site assessment or other investigation of environmental conditions at the Property upon Lender's request based on Lender's reasonable belief that the Property is not in compliance with all Environmental Laws, (B) share with Lender the results and reports and Lender and the Indemnified Parties (defined below) shall be entitled to rely on such results and reports, and (C) complete any remediation of Hazardous Materials affecting the



Property or other actions required by any Environmental Laws; (vii) Borrower shall not allow any Tenant or other user of the Property to violate any Environmental Law; (viii) Borrower shall immediately notify Lender in writing after it becomes aware of (A) the presence, Release, or threatened Release of Hazardous Materials affecting the Property, (B) any non-compliance of the Property with any Environmental laws, (C) any actual or potential Environmental Lien, (D) any required or proposed remediation of environmental conditions relating to the Property, or (E) any written communication or notice from any person relating to Hazardous Materials, or any oral communication relating to or alleging any violation or potential violation of Environmental Law, and (ix) if an Asbestos Operation and Maintenance Plan and any other Operation and Maintenance Plan (collectively, the "O&M Plan") is in effect (or required by Lender to be implemented) at the time of the closing of the Loan, then Borrower shall, at its sole expense, implement and continue the O&M Plan (with any modifications required to comply with applicable Laws), until payment and full satisfaction of the Obligations. Any failure of Borrower to perform its obligations under this §3.12 shall constitute bad faith waste of the Property.

(c) Lender's Rights. Lender and any person designated by tender may enter the Property to assess the environmental condition of the Property and its use including (i) conducting any environmental assessment or audit (the scope of which shall be determined by Lender) and (ii) taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing at all reasonable times when (A) a default has occurred under the Documents, (B) Lender reasonably believes that a Release has occurred or the Property is not in compliance with all Environmental Laws, or (C) the Loan is being considered for sale (any out-of-pocket expenses incurred in connection with the entry under clause (C) only shall be at Lender's expense). Borrower shall cooperate with and provide access to Lender and such person.

3.13 *Electronic Payments.* Unless directed otherwise in writing by Lender, all payments due under the Documents shall be made by electronic funds transfer debit entries to Borrower's account at an Automated Clearing House member bank satisfactory to Lender or by similar electronic transfer process selected by Lender. Each payment due under the Documents shall be initiated by Lender through the Automated Clearing House network (or similar electronic process) for settlement on the date such payment is due (the "Due Date"). Borrower shall, at Borrower's sole cost and expense, direct its bank in writing to permit such electronic fund transfer debit entries (or similar electronic transfer) to be made by Lender. Prior to each payment Due Date under the Documents, Borrower shall deposit and/or maintain sufficient funds in Borrower's account to cover each debit entry. Any charges or costs, if any, by Borrower's bank for the foregoing shall be paid by Borrower.

3.14 *Inspection.* Borrower shall allow Lender and any person designated by Lender to enter upon the Property and conduct tests or inspect the Property at all reasonable times. Borrower shall assist Lender and such person in effecting said inspection.

3.15 *Records, Reports, and Audits.*

(a) Record and Reports. Borrower shall maintain complete and accurate books and records respect to all operations of, or transactions involving, the Property. Annually, Borrower shall furnish Lender financial statements for the most current fiscal year (including a schedule of all related Obligations and contingent liabilities) for (i) Borrower, (ii) any general partner(s) of Borrower and any general partners of such partners, (iii) any guarantors or sureties of the Note, and (iv) any Tenants, to the extent readily available.

(b) Delivery of Reports. All of the reports, statements, and items required under this Section shall be (i) certified as being true, correct, and accurate by an authorized person, partner, or officer of the delivering party or, at the deliverer's option, audited by a Certified Public Accountant; (ii) satisfactory to



Lender in form and substance; and (iii) delivered within sixty (60) days after the end of Borrower's fiscal year. If any one report, statement, or item is not received after the expiration of (y) thirty (30) days after written notice from Lender (the "First Notice") and (z) fifteen (15) days after delivery of a second written notice from Lender (the "Second Notice"), which Second Notice shall not be delivered before the date that is thirty (30) days after delivery of the First Notice, Lender may immediately declare an Event of Default under the Documents. Borrower shall (i) provide Lender with such additional financial, management, or other information regarding Borrower, any general partner of Borrower, or the Property, as Lender may reasonably request and (ii) upon Lender's request, deliver all items required by §3.15 in an electronic format (i.e. on computer disks) or by electronic transmission acceptable to Lender.

(c) Inspection of Records. Borrower shall allow Lender or any person designated by Lender to examine, audit, and make copies of all such books and records and all supporting data at the place where these items are located at all reasonable times after reasonable advance notice; provided that no notice shall be required after any default under the Documents. Borrower shall assist Lender in effecting such examination. Upon five (5) days' prior notice, Lender may inspect and make copies of Borrower's or any general partner of Borrower's income tax returns with respect to the Property for the purpose of verifying any items referenced in this Section.

*3.16 Borrower's Certificates.* Within ten (10) days after Lender's request, Borrower shall furnish a written certification to Lender and any investors (defined below) as to (a) the amount of the Obligations outstanding; (b) the interest rate, terms of payment, and maturity date of the Note; (c) the date to which payments have been paid under the Note; (d) whether any offsets or defenses exist against the Obligations and a detailed description of any listed; (e) whether all Leases are in full force and effect and have not been modified (or if modified, setting forth all modifications); (f) the date to which the Rents have been paid; (g) whether, to the best knowledge of Borrower, any defaults exist under the Leases and a detailed description of any listed; (h) the security deposit held by Borrower under each Lease and that such amount is the amount required under such Lease; (i) whether there are any defaults (or events which with the passage of time and/or giving of notice would constitute a default) under the Documents and a detailed description of any listed; (j) whether the Documents are in full force and effect; and (k) any other matters reasonably requested by Lender related to the Leases, the Obligations, the Property, or the Documents. For all non-residential properties and promptly upon Lender's request, Borrower shall use its best efforts to deliver a written certification to Lender and Investors from Tenants specified by Lender that (a) their Leases are in full force and effect; (b) there are no defaults (or events which with the passage of time and/or notice would constitute a default) under their Leases and a detailed description of any listed; (c) none of the Rents have been paid more than one month in advance; (d) there are no offsets or defenses against the Rents and a detailed description of any listed; and (e) any other matters reasonably requested by Lender related to the Leases; provided, however, that Borrower shall not have to pay money to a Tenant to obtain such certification, but it will deliver a landlord's certification for any certification it cannot obtain.

*3.17 Full Performance Required; Survival of Warranties.* All representations and warranties of Borrower in the Loan application or made in connection with the Loan shall survive the execution and delivery of the Documents and Borrower shall not perform any action, or permit any action to be performed, which would cause any of the warranties and representations of Borrower to become untrue in any manner.

*3.18 Additional Security.* No other security now existing or taken later to secure the Obligations shall be affected by the execution of the Documents and all additional security shall be held as cumulative. The taking of additional security, execution of partial releases, or extension of the time for the payment obligations of Borrower shall not diminish the effect and lien of this Instrument and shall not affect the liability or obligations of any maker or guarantor. Neither the acceptance of the Documents nor their



enforcement shall prejudice or affect Lender's right to realize upon or enforce any other security now or later held by Lender. Lender may enforce the Documents or any other security in such order and manner as may determine in its discretion.

3.19 *Further Acts.* Borrower shall take all necessary actions to (i) keep valid and effective the lien and rights of Lender under the Documents and (ii) protect the lawful owner of the Documents. Promptly upon request by Lender, and at Borrower's expense, Borrower shall execute additional instruments and take such actions as Lender reasonably believes are necessary or desirable to (a) maintain or grant Lender a first-priority, perfected lien on the Property, (b) grant to Lender to the fullest extent permitted by Laws, the right to foreclose on, or transfer title to, the Property non-judicially, (c) correct any error or omission in the Documents, and (d) effect the intent of the Documents, including filing/recording the Documents, additional mortgages or deeds of trust, financing statements, and other instruments.

3.20 *Compliance With Anti-Terrorism Regulations.*

(a) Borrower hereby covenants and agrees that neither Borrower nor any guarantor, nor any persons or entities holding any legal or beneficial interest whatsoever in Borrower or any guarantor (whether directly or indirectly), will knowingly conduct business with or engage in any transaction with any person or entity named on any of the OFAC Lists or any person or entity included in, owned by, controlled by, acting for or on behalf of providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in the OFAC Lists.

(b) Borrower hereby covenants and agrees that it will comply at all times with the requirements of Executive Order 13224; the International Emergency Economic Powers Act, 50 U.S.C. §§1701-06; the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56; the Iraqi Sanctions Act, Pub. L. 101-513, 104 Stat. 2047-55; the United Nations Participation Act, 22 U.S.C. §287c; the Antiterrorism and Effective Death Penalty Act, (enacting 8 U.S.C. §219, 18 U.S.C. §2332d, and 18 U.S.C. §2339b) the International Security and Development Cooperation Act, 22 U.S.C. §2349 aa-9; the Terrorism Sanctions Regulations, 31 C.F.R. Part 595, the Terrorism List Governments Sanctions Regulations, 31 C.F.R., Par 596; and the Foreign Terrorist Organizations Sanctions Regulations, 31 C.F.R. Part 597 and any similar laws or regulations currently in force or hereafter enacted (collectively, the "Anti-Terrorism Regulations").

(c) Borrower hereby covenants and agrees that if it becomes aware or receives any notice that Borrower, any guarantor or the Property, or any person or entity holding any legal or beneficial interest whatsoever (whether directly or indirectly) in Borrower, any guarantor or in the Property, is named on any of the OFAC Lists (such occurrence, an "OFAC Violation"), Borrower will immediately (i) give notice to Lender of such OFAC Violation, and (ii) comply with all Laws applicable to such OFAC Violation (regardless of whether the party included on any of the OFAC Lists is located within the jurisdiction of the United States of America), including, without limitation, the Anti-Terrorism Regulations, and Borrower hereby authorizes and consents to Lender's taking any and all steps Lender deems necessary, in its sole discretion, to comply with all Laws applicable to any such OFAC Violation, including, without limitation, the requirements of the Anti-Terrorism Regulations (including the "freezing" and/or "blocking" of assets).

(d) Upon Lender's request from time to time during the term of the Loan, Borrower agrees to deliver a certification confirming that the representations and warranties set forth in §2.09 above remain true and correct as of the date of such certificate and confirming Borrower's and any guarantor's compliance with this §3.20.



3.21 *Compliance with Property as Single Asset.* Borrower hereby covenants and agrees that (i) during the term of the Loan, Borrower shall not own any assets in addition to the Property, (ii) the Property shall remain as a single property or project, and (iii) during the term of the Loan, the Property shall generate substantially all of the gross income of the Borrower and there shall be no substantial business being conducted by the Borrower other than the business of operating the Property and the activities incidental thereto.

#### **ARTICLE IV - ADDITIONAL ADVANCES; EXPENSES; SUBROGATION**

4.01 *Expenses and Advances* Borrower shall pay all reasonable appraisal, recording, filing, registration, brokerage, abstract, title insurance (including premiums), title searches and examinations, surveys and similar data and assurances with respect to title, U.C.C. search, escrow, attorneys' (both in-house staff and retained attorneys), engineers', environmental engineers', environmental testing, and architects' fees, costs (including travel), expenses, and disbursements incurred by Borrower or Lender and reasonable fees charged by Lender in connection with the granting, closing, servicing (other than routine loan servicing performed in the ordinary course of business and for the performance of which Lender is not routinely reimbursed by other borrowers in the ordinary course of Lender's business), and enforcement of the Loan and the Documents or (b) attributable to Borrower as owner of the Property. The term "Costs" shall mean any of the foregoing incurred in connection with (a) any default by Borrower under the Documents, (b) the routine (other than routine loan servicing performed in the ordinary course of business and for the performance of which Lender is not routinely reimbursed by other borrowers in the ordinary course of Lender's business) servicing of the Loan, or (c) the exercise, enforcement, compromise, defense, litigation, or settlement of any of Lender's rights or remedies under the Documents or relating to the Loan or the Obligations. If Borrower fails to pay any amounts or perform any actions required under the Documents, Lender may (but shall not be obligated to) advance sums to pay such amounts or perform such actions. Borrower grants Lender the right to enter upon and take possession of the Property to prevent or remedy any such failure and the right to take such actions in Borrower's name. No advance or performance shall be deemed to have cured a default by Borrower. All (a) sums advanced by or payable to Lender per this §4.01 or under applicable Laws, (b) except as expressly provided in the Documents, payments due under the Documents which are not paid in full when due, and (c) Costs, shall: (i) be deemed demand obligations, (ii) bear interest from the date of demand at the Default Rate, until paid if not paid on demand, (iii) be part of, together with such interest, the Obligations, and (iv) be secured by the Documents, Lender, upon making any such advance, shall also be subrogated to rights of the person receiving such advance.

4.02 *Subrogation.* If any proceeds of the Note were used to extinguish, extend or renew any indebtedness on the Property, then, to the extent of the funds so used, (a) Lender shall be subrogated to all rights, claims, liens, titles and interests existing on the Property held by the holder of such indebtedness and these rights, claims, liens, titles and interests are not waived but rather shall (i) continue in full force and effect in favor of Lender and (ii) are merged with the lien and security interest created by the Documents as cumulative security for the payment and performance of the Obligations.

#### **ARTICLE V - SALE, TRANSFER, OR ENCUMBRANCE OF THE PROPERTY**

5.01 *Due-on-Sale or Encumbrance.* It shall be an Event of Default and, at the sole option of Lender, Lender may accelerate the Obligations and the entire Obligations (including any Prepayment Premium) shall become immediately due and payable, if without Lender's prior written consent (which consent may be given or withheld for any or for no reason or given conditionally, in Lender's sole discretion) any of the following shall occur:



(a) Borrower shall sell, convey, assign, transfer, dispose of or be divested of its title to, convey security title to the Property, mortgage, encumber or cause to be encumbered (except for the imposition of mechanics' or materialmen's liens) the Property or any interest therein, in any manner or way, whether voluntary or involuntary; or

(b) any merger, consolidation, sale, transfer, assignment, or dissolution involving all or substantially all of the assets of Borrower.

The provisions set forth above shall not apply to transfers under any will or applicable law of descent.

#### **ARTICLE VI - DEFAULTS AND REMEDIES**

6.01 *Events of Default.* The following shall be an "Event of Default":

(a) if Borrower fails to make any payment required under the Documents when due and such failure continues for five (5) days after written notice; *provided*, however, that if Lender gives one (1) notice of default within any twelve (12) month period, Borrower shall have no further right to any notice of monetary default during the next following twelve (12) month period; *provided*, further, however, Borrower shall have no right to any such notice upon the maturity date of the Note.

(b) except for defaults listed in the other subsections of this §6.01, if Borrower fails to perform or comply with any other provision contained in the Documents and the default is not cured within thirty (30) days of Lender providing written notice thereof (the "Grace Period"), except that, if such failure or breach can be remedied but not within the such 30-day period and if Lender determines that Borrower has taken all action reasonably possible to remedy such failure or breach within such 30-day period, then the Grace Period shall be extended, and such failure or breach shall not become an Event of Default, for so long as Borrower shall diligently proceed to remedy the same;

(c) if any representation made (i) in connection with the Loan or the Obligations or (ii) in the Loan application or Documents shall be false or misleading in any material respect, and same continues for fifteen (15) Business Days after written notice thereof;

(d) if any daily default under Article V occurs;

(e) if Borrower shall (i) become insolvent, (ii) make a transfer in fraud of creditors, (iii) make an assignment for the benefit of its creditors, (iv) not be able to pay its debts as such debts become due, or (v) admit in writing its inability to pay its debts as they become due;

(f) if any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding, or any other proceedings for the relief of debtors, is instituted by or against Borrower, and, if instituted against Borrower, is allowed, consented to, or not, dismissed within the earlier to occur of (i) sixty (60) days after such institution or (ii) the filing of an order for relief;

(g) if the Property shall be taken, attached, or sequestered on execution or other process of law in any action against Borrower;

(h) if any default occurs under the Environmental Indemnity (defined below) and such default, is not cured within any applicable grace period in that document;

(i) if Borrower shall fail at any time to obtain, maintain, renew, or keep in force the insurance policies required by §3.06 within ten (10) days after written notice;



(j) if Borrower shall be in default under any other mortgage, deed of trust or security agreement covering any part of the Property, whether it be superior or junior in lien to this Instrument;

(k) if any claim of priority (except based upon a Permitted Encumbrance) to the Documents by title, lien, or otherwise shall be upheld by any court of competent jurisdiction or shall be consented to by Borrower;

(l) the consummation by Borrower of any transaction which would cause (i) an OFAC Violation; (ii) the failure of any representation in §2.09 to be true and correct in all respects; or (iii) the failure of Borrower to comply with the provisions of §3.20, unless such default is cured within the lesser of (A) fifteen (15) days after written notice of such default to Borrower or (B) the shortest cure period, if any, provided for under any Laws applicable to such matters (including, without limitation, the Anti-Terrorism Regulations);

(m) the occurrence of an Event of Default under the Indenture (as defined in the Loan Agreement).

**6.02 Remedies.** If an Event of Default occurs, Lender or any person designated by Lender may (but shall not be obligated to) take any action (separately, concurrently, cumulatively, and at any time and in any order) permitted under any Laws, without notice, demand, presentment, or protest (all of which are hereby waived), to protect and enforce Lender's rights under the Documents or Laws including the following actions:

(a) accelerate and declare the entire unpaid Obligations immediately due and payable, except for defaults under §6.01(f), (g), or (h) which shall automatically make the Obligations immediately due and payable;

(b) judicially or otherwise, (i) completely foreclose this Instrument or (ii) partially foreclose this Instrument for any portion of the Obligations due and the lien and security interest created by this Instrument shall continue unimpaired and without loss of priority as to the remaining Obligations not yet due;

(c) sell for cash or upon credit the Property and all right, title and interest of Borrower therein;

(d) recover judgment on the Note either before, during or after any proceedings for the enforcement of the Documents and without any requirement of any action being taken to (i) realize on the Property or (ii) otherwise enforce the Documents;

(e) seek specific performance of any provisions in the Documents;

(f) apply for the appointment of a receiver, custodian, trustee, liquidator, or conservator of the Property without (i) notice to any person, (ii) regard for (A) the adequacy of the security for the Obligations or (B) the solvency of Borrower or any person liable for the payment of the Obligations; and Borrower and any person so liable waives or shall be deemed to have waived the foregoing and any other objections to the fullest extent permitted by Laws and consents or shall be deemed to have consented to such appointment;

(g) with or without entering upon the Property, (i) exclude Borrower and any person from the Property without liability for trespass, damages, or otherwise, (ii) take possession of and Borrower shall surrender on demand, all books, records, and accounts relating to the Property, (iii) give notice to Tenants



or any person, make demand for, collect, receive, sue for, and recover in its own name all Rents and cash collateral derived from the Property, (iv) use, operate, manage, preserve, control, and otherwise deal with every aspect of the Property including (A) conducting its business, (B) insuring it, (C) making all repairs, renewals, replacements, alterations, additions, and improvements to or on it, (D) completing the construction of any Improvements in manner and form as Lender deems advisable, and (ii) executing, modifying, enforcing, and terminating new and existing Leases on such terms as Lender deems advisable and evicting any Tenants in default; (v) apply the receipts from the Property to payment of the Obligations, in any order, or priority determined by Lender, after first deducting all Costs, expenses, and liabilities incurred by Lender in connection with the foregoing operations and all amounts needed to pay the Impositions and other expenses of the Property, as well as just and reasonable compensation for the services of Lender and its attorneys, agents, and employees; and/or (vi) in every ease in connection with the foregoing, exercise all rights and powers of Borrower or Lender with respect to the Property, either in Borrower's name or otherwise;

(h) release any portion of the Property for such consideration, if any, as Lender may require without, as to the remainder of the Property, impairing or affecting the lien or priority of this Instrument or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Obligations shall have been actually reduced, and Lender may accept by assignment, pledge, or otherwise any other property in place thereof Lender may require without being accountable for so doing to any other lienholder;

(i) apply any Deposits and other escrows, reserves, or deposits held by Lender or for Lender's benefit of the following items in any order and in Lender's sole discretion: (A) the Obligations, (B) Costs, (C) advances made by Lender under the Documents, and/or (D) Impositions;

(j) take all actions permitted under the U.C.C. of the Property State including (i) the right to take possession of all tangible and intangible personal property now or hereafter included within the Property ("Personal Property") and take such actions as Lender deems advisable for the care, protection and preservation of the Personal Property and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Borrower at least five (5) days prior to such action shall constitute commercially reasonable notice to Borrower; or

(k) take any other action permitted under any Laws.

If Lender exercises any of its rights under §6.02(g), Lender shall not (a) be deemed to have entered upon or taken possession of the Property except upon the exercise of its option to do so, evidenced by its demand and overt act for such purpose; (b) be deemed a beneficiary or mortgagee in possession by reason of such entry or taking possession; nor (c) be liable (i) to account for any action taken pursuant to such exercise other than for Rents actually received by Lender, (ii) for any loss sustained by Borrower resulting from any failure to lease the Property, or (iii) any other act or omission of Lender except for losses caused by Lender's willful misconduct or gross negligence. Borrower hereby consents to, ratifies, and confirms the exercise by Lender of its rights under this Instrument and appoints Lender as its attorney-in-fact, which appointment shall be deemed to be coupled with an interest and irrevocable, for such purposes.

**6.03 Expenses.** All Costs, expenses, or other amounts paid or incurred by Lender in the exercise of its rights under the Documents, together with interest thereon at the applicable interest rate specified in the Note or the Loan Agreement, which shall be the Default Rate unless prohibited by Laws, shall be (a) part of the Obligations, (b) secured by this instrument, and (c) allowed and included as part of the Obligations



in any foreclosure, decree for sale, or other judgment or decree enforcing Lender's rights under the Documents.

*6.04 Rights Pertaining to Sales.* To the extent permitted under (and in accordance with) any Laws, the following provisions shall, as Lender may determine in its sole discretion, apply to any sales of the Property under Article VI, whether by judicial proceeding, judgment, decree, foreclosure or otherwise: (a) Lender may conduct multiple sales of any part of the Property in separate tracts or in its entirety and Borrower waives any right to require otherwise; (b) any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice; and (c) Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Obligations the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Documents.

*6.05 Application of Proceeds.* Any proceeds received from any sale or disposition under Article VI or otherwise, together with any other sums held by Lender, shall, except as expressly provided to the contrary, be applied in the order determined by Lender to: (a) payment of all Costs and expenses of any enforcement action or foreclosure sale, including interest thereon at the applicable interest rate specified in the Note or the Loan Agreement, which shall be the Default Rate unless prohibited by Laws, (b) all taxes, Assessments, and other charges unless the Property was sold subject to these items; (c) payment of the Obligations in such order as Lender may elect; (d) payment of any other sums secured or required to be paid by Borrower; and (e) payment of the surplus, if any, to any person lawfully entitled to receive it. Borrower and Lender intend and agree that during any period of time between any foreclosure judgment that may be obtained and the actual foreclosure sale that the foreclosure judgment will not extinguish the Documents or any rights contained therein including the obligation of Borrower to pay all Costs and to pay interest at the applicable interest rate specified in the Note or the Loan Agreement, which shall be the Default Rate unless prohibited by Laws.

*6.06 Additional Provisions as to Remedies.* No failure, refusal, waiver, or delay by Lender to exercise any rights under the Documents upon any default or Event of Default shall impair Lender's rights or be construed as a waiver of or acquiescence to, such or any subsequent default or Event of Default. No recovery of any judgment by Lender and no levy of an execution upon the Property or any other property of Borrower shall affect the lien and security interest created by this Instrument and such liens, rights, powers, and remedies shall continue unimpaired as before. Lender may resort to any security given by this Instrument or any other security now given or hereafter existing to secure the Obligations, in whole or in part, in such portions and in such order as Lender may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights, or benefits granted hereunder. Acceptance of any payment after any Event of Default shall not be deemed a waiver or a cure of such Event of Default and such acceptance shall be deemed an acceptance on account only. If Lender has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or determined adversely for any reason, then Borrower and Lender shall be restored to their former positions and rights under the Documents with respect to the Property, subject to the lien and security interest hereof.

*6.07 Waiver of Rights and Defenses.* To the fullest extent Borrower may do so under Laws, Borrower (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisalment, valuation, stay, extension, moratorium, redemption, of any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisalment, notice of intention to mature or declare due the whole of the Obligations, all rights to a marshaling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation, in the event of foreclosure of the liens and security interests created under the Documents; (c) shall not be



relieved of its obligation to pay the Obligations as required in the Documents nor shall the lien or priority of the Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Documents (including a modification of any interest rate), unless expressly released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security interest, encumbrance, right, title, or interest in or to the Property, Lender may (a) release any person liable for payment of the Obligations or any portion thereof or any part of the security held for the Obligations or (b) modify any of the provisions of the Documents without impairing or affecting the Documents or the lien, security interest, or the priority of the modified Documents as security for the Obligations over any such subordinate lien, security interest, encumbrance, right, title, or interest.

#### **ARTICLE VII - SECURITY AGREEMENT**

**7.01 Security Agreement.** This Instrument constitutes both a real property mortgage and a "security agreement" within the meaning of the U.C.C. The Property includes real and personal property and all tangible and intangible rights and interest of Borrower in the Property, Borrower grants to Lender, as security for the Obligations, a security interest in the Personal Property to the fullest extent that the same may be subject to the U.C.C. Borrower authorizes Lender to file any financing or continuation statements and amendments thereto relating to the Personal Property without the signature of Borrower if permitted by Laws.

#### **ARTICLE VIII - LIMITATION ON PERSONAL LIABILITY AND INDEMNITIES**

**8.01 Limited Recourse Liability.** Borrower shall not have any personal liability for the Obligations.

**8.02 General Indemnity.** Borrower agrees that while Lender has no liability to any person in tort or otherwise as lender and that Lender is not an owner or operator of the Property. Borrower shall, at its sole expense, protect, defend, release, indemnify and hold harmless ("indemnify") the Indemnified Parties from any Losses (defined below) imposed on, incurred by, or asserted against the Indemnified Parties, directly or indirectly, arising out of or in connection with the Property, Loan, or Documents, including Losses; provided, however, that the foregoing indemnities shall not apply to any Losses caused by the gross negligence or willful misconduct of the Indemnified Parties. The term "Losses" shall mean any claims, suits, liabilities (including strict liabilities), actions, proceedings, obligations, debts, damages, losses (including, without limitation, unrealized loss of value of the Property), Costs, expenses, fines, penalties, charges, fees, judgments, awards, and amounts paid in settlement of whatever kind including attorneys' fees (both in-house staff and retained attorneys) and all other costs of defense. The term "Indemnified Parties" shall mean (a) Lender, (b) any prior owner or holder of the Note, (c) any existing or prior servicer of the Loan, (d) the officers, directors, shareholders, partners, members, employees and trustees of any of the foregoing, and (e) the heirs, legal representatives, successors and assigns of each of the foregoing.

**8.03 Transaction Taxes Indemnity.** Borrower shall, at its sole expense, indemnify the Indemnified Parties from all Losses imposed upon, incurred by, or asserted against the Indemnified Parties or the Documents relating to Transaction Taxes.

**8.04 ERISA Indemnity.** Borrower shall, at its sole expense, indemnify the Indemnified Parties against all Losses imposed upon, incurred by, or asserted against the Indemnified Parties (a) as a result of a Violation, (b) in the investigation, defense, and settlement of a Violation, (c) as a result of a breach of the representations in §3.11 or default thereunder, (d) in correcting any prohibited transaction or the sale of a prohibited loan, and (e) in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Lender's sole discretion.



8.05 *Environmental Indemnity.* Borrower and other persons, if any, have executed and delivered the Environmental Indemnity Agreement dated the date hereof to Lender ("Environmental Indemnity").

8.06 *Duty to Defend, Costs and Expenses.* Upon request, whether Borrower's obligation to indemnify Lender arises under Article VIII or in the Documents, Borrower shall defend the Indemnified Parties (in Borrower's or the Indemnified Parties' names) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, the Indemnified Parties may, in their sole discretion, engage their own attorneys and professionals to defend or assist them and, at their option, their attorneys shall control the resolution of any claims or proceedings. Upon demand, Borrower shall pay or, in the sole discretion of the Indemnified Parties, reimburse and/or indemnify the Indemnified Parties for all Costs imposed on, incurred by, or asserted against the Indemnified Parties by reason of any items set forth in this Article VIII and/or the enforcement or preservation of the Indemnified Parties' rights under the Documents. Any amount payable to the Indemnified Parties under this Section 8.06 shall (a) be deemed a demand obligation, (b) be part of the Obligations, (c) bear interest from the date of demand at the Default Rate, until paid if not paid on demand, and (d) be secured by this Instrument.

#### **ARTICLE IX - ADDITIONAL PROVISIONS**

9.01 *Usury Savings Clause.* All agreements in the Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid under the Documents for the use, forbearance, or detention of money exceed the highest lawful rate permitted by Laws. If, at the time of performance, fulfillment of any provision of the Documents shall involve transcending the limit of validity prescribed by Laws, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity. If Lender shall ever receive as interest an amount which would exceed the highest lawful rate, the receipt of such excess shall be deemed a mistake and (a) shall be canceled automatically or (b) if paid, such excess shall be (i) credited against the principal amount of the Obligations to the extent permitted by Laws or (ii) rebated to Borrower if it cannot be so credited under Laws. Furthermore, all sums paid or agreed to be paid under the Documents for the use, forbearance, or detention of money shall to the extent permitted by Laws be amortized, prorated, allocated, and spread throughout the full stated term of the Note until payment in full so that the rate or amount of interest on account of the Obligations does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Obligations for so long as the Obligations are outstanding.

9.02 *Notices.* Any notice, request, demand, consent, approval, direction, agreement, or other communication (any "notice") required or permitted under the Documents shall be in writing and shall be validly given if sent by a nationally-recognized courier that obtains receipts, delivered personally by a courier that obtains receipts, or mailed by United States certified mail (with return receipt requested and postage prepaid) addressed to the applicable person as follows:

If to Borrower:

c/o UIRC-GSA V, LLC  
Attention: S. Bismarck Brackett  
15700 W. 103<sup>rd</sup> Street  
Lemont, IL 60439  
Fax No.: (773) 650-1576  
Email Address: [biz@uirc.com](mailto:biz@uirc.com)

With a copy to:

Mitchell D. Goldsmith, Esq.  
Taft Stettinius & Hollister LLP  
111 E. Wacker Drive, Suite 2800  
Chicago, IL 60601  
Fax No.: (312) 265-7569  
Email Address: [mgoldsmith@taftlaw.com](mailto:mgoldsmith@taftlaw.com)

If to Lender:

c/o UIRC-GSA V Manager, Inc.

With a copy to:

Mitchell D. Goldsmith, Esq.



Attention: S. Bismarck Brackett  
15700 W. 103<sup>rd</sup> Street  
Lemont, IL 60439  
Fax No.: (773) 650-1576  
Email Address: [biz@uirc.com](mailto:biz@uirc.com)

Taft Stettinius & Hollister LLP  
111 E. Wacker Drive, Suite 2800  
Chicago, IL 60601  
Fax No.: (312) 265-7569  
Email Address: [mgoldsmith@taftlaw.com](mailto:mgoldsmith@taftlaw.com)

Each notice shall be effective upon being so sent, delivered, or mailed, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt. Refusal to accept delivery or the inability to deliver because of a changed address for which no notice was given shall be deemed receipt. Any party may periodically change its address for notice and specify up to two (2) additional addresses for copies by giving the other party at least ten (10) days' prior notice.

*9.03 Sole Discretion of Lender.* Except as otherwise expressly stated, whenever Lender's judgment, consent, or approval is required or Lender shall have an option or election under the Documents, such judgment, the decision as to whether or not to consent to or approve the same, or the exercise of such option or election shall be in the sole and absolute discretion of Lender.

*9.04 Applicable Law and Submission to Jurisdiction.* The Documents shall be governed by and construed in accordance with the laws of the Property State and the applicable laws of the United States of America. Without limiting Lender's right to bring any action or proceeding against Borrower or the Property relating to the Obligations (an "Action") in the courts of other jurisdictions, Borrower irrevocably (a) submits to the jurisdiction of any state or federal court in the Property State, (b) agrees that any Action may be heard and determined in such court, and (c) waives, to the fullest extent permitted by Laws, the defense of an inconvenient forum to the maintenance of any Action in such jurisdiction.

*9.05 Construction of Provisions.* The following rules of construction shall apply for all purposes of this Instrument unless the context otherwise requires: (a) all references to numbered Articles or Sections or to lettered Exhibits are references to the Articles and Sections hereof and the Exhibits annexed to this Instrument and such Exhibits are incorporated into this Instrument as if fully set forth in the body of this Instrument; (b) all Article, Section, and Exhibit captions are used for convenience and reference only and in no way define, limit, or in any way affect this Instrument; (c) words of masculine, feminine, or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa; (d) no inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion of this Instrument; (e) all obligations of Borrower hereunder shall be performed and satisfied by or on behalf of Borrower at Borrower's sole expense; (f) the terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to"; (g) the terms "Property," "Land," "Improvements," and "Personal Property" shall be construed as if followed by the phrase "or any part thereof"; (h) the term "Obligations" shall be construed as if followed by the phrase "or any other sums secured hereby, or any part thereof"; (i) the term "person" shall include natural persons, firms, partnerships, corporations, governmental authorities or agencies, and any other public or private legal entities; (j) the term "provisions," when used with respect thereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, and/or conditions"; (k) the term "lease" shall mean "tenancy, subtenancy, lease, sublease, or rental agreement," the term "lessor" shall mean "landlord, sublandlord, lessor, and sublessor," and the term "Tenants" or "lessee" shall mean "tenant, subtenant, lessee, and sublessee"; (l) the term "owned" shall mean "now owned or later acquired"; (m) the terms "any" and "all" shall mean "any or all"; and (n) the term "on demand" or "upon demand" shall mean "within five (5) Business Days after written notice." The term "Business Day" shall mean each Monday through Friday except for days in which commercial banks are not authorized to open or are required by law to close in Chicago, Illinois.



#### 9.06 *Transfer of Loan.*

(a) Lender may, at any time, (i) sell, transfer, assign, pledge, or otherwise encumber or alienate the Documents, any rights or interests therein, and/or any servicing rights with respect thereto, and/or (ii) grant participations therein or issue mortgage or deed of trust pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (collectively, the "Securities"). Lender may forward to any purchaser, transferee, assignee, servicer, participant, or investor in such Securities (collectively, "Investors"), to any Rating Agency (defined below) rating such Securities and to any prospective Investor, all documents and information which Lender now has or may later acquire relating to the Obligations, Borrower, any guarantor, any indemnitor(s), the Leases, and the Property, whether furnished by Borrower, any guarantor, any indemnitor(s) or otherwise, as Lender determines advisable. Borrower, any guarantor and any indemnitor agree to cooperate with Lender in connection with any transfer made or any Securities created pursuant to this §9.06 including the delivery of an estoppel certificate in accordance with §3.16 and such other documents as may be reasonably requested by Lender. Borrower shall also furnish consent of any borrower, any guarantor and any indemnitor in order to permit Lender to furnish such Investors or such prospective Investors or such Rating Agency with any and all information concerning the Property, the Leases, the financial condition of Borrower, any guarantor and any indemnitor, as may be reasonably requested by Lender, any Investor, any prospective Investor or any Rating Agency and which may be complied with without undue expense. "Rating Agency" shall mean any one or more credit rating agencies approved by Lender.

(b) Borrower agrees that upon any assignment or transfer of the Documents by Lender to any third party, Lender shall have no obligations or liabilities under the Documents, such third party shall be substituted as the lender under the Documents for all purposes and Borrower shall look solely to such third party for the performance of any obligations under the Documents or with respect to the Loan.

9.07 *Miscellany.* If any provision of the Documents shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions of the Documents and such provision shall be limited and construed as if it were not in the Documents. If title to the Property becomes vested in any person other than Borrower, Lender may, without notice to Borrower, deal with such person regarding the Documents or the Obligations in the same manner as with Borrower without in any way vitiating or discharging Borrower's liability under the Documents or being deemed to have consented to the vesting. If both the lessor and lessee's interests under any Lease ever becomes vested in any one person, this Instrument and the lien and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger and Lender shall continue to have and enjoy all its rights and privileges as to each separate estate. Upon foreclosure of this Instrument none of the Leases shall be destroyed or terminated as a result of such foreclosure, by application of the doctrine of merger or as a matter of law, unless Lender takes all actions required by law to terminate the Leases as a result of foreclosure. All of Borrower's covenants and agreements under the Documents shall run with the land and time is of the essence. Borrower appoints Lender as its attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, with respect to the execution, acknowledgment, delivery, filing or recording for and in the name of Borrower of any of the documents listed in §§3.04, 3.19, 4.01 and 6.02. The Documents cannot be amended, terminated, or discharged except in a writing signed by the party against whom enforcement is sought. No waiver, release, or other forbearance by Lender will be effective unless it is in a writing signed by Lender and then only to the extent expressly stated. The provisions of the Documents shall be binding upon Borrower and its heirs, devisees, representatives, successors, and assigns including successors in interest to the Property and inure to the benefit of Lender and its heirs, successors, substitutes, and assigns. Where two or more persons have executed the Documents, the obligations of such persons shall be joint and several, except to the extent the context clearly indicates otherwise. The Documents may be executed in any number of



counterparts with the same effect as if all parties had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of any Document which is not of public record, and, in the case of any mutilation, upon surrender and cancellation of the Document, Borrower will issue, in lieu thereof, a replacement Document, dated the date of the lost, stolen, destroyed or mutilated Document containing the same provisions. Any reviews, inspections, reports, approvals or similar items conducted, made or produced by or on behalf of Lender with respect to Borrower, the Property or the Loan are for loan underwriting and servicing purposes only, and shall not constitute an acknowledgment, representation or warranty of the accuracy thereof, or an assumption of liability with respect to Borrower, Borrower's contractors, architects, engineers, employees, agents or invitees, present or future tenants, occupants or owners of the Property, or any other party.

9.08 *Entire Agreement.* Except as provided in §3.17, (a) the Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the Loan and supersede all prior written or oral understandings and agreements with respect to the Loan including the Loan application and Loan commitment, and (b) Borrower is not relying on any representations or warranties of Lender except as expressly set forth in the Documents.

9.09 *WAIVER OF TRIAL BY JURY.* EACH OF BORROWER AND LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE DOCUMENTS, OR ANY ALLEGED ACTS OR OMISSIONS OF LENDER OR BORROWER IN CONNECTION THEREWITH.

#### **ARTICLE X - LOCAL LAW PROVISIONS**

10.01 *Principals of Construction.* In the event of any inconsistencies between the terms and conditions of this Article 10 and the other terms and conditions of this Instrument, the terms and conditions of this Article 10 shall control and be binding.

10.02 *Use of Loan Proceeds.* Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Instrument will be used for business purposes.

10.03 *Possession of the Property.* To the maximum extent permitted by applicable law, Mortgagor hereby releases and waives any and all rights to retain possession of the Property during the continuance of an Event of Default under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, all persons and entities interested in Mortgagor and each and every person (except judgment creditors of Mortgagor) acquiring any interest in, or title to, the Property subsequent to the date of this Instrument, and on behalf of all other persons.

10.04 *Insurance Default.* In the event Mortgagor, at any time, fails to provide Mortgagee with evidence of the insurance coverage as required by this Instrument or the other Loan Documents, Mortgagee may purchase the insurance coverage at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Property. Such insurance may, but need not, protect Mortgagor's interests, and Mortgagee shall be under no obligation to so protect Mortgagor's interests. The insurance coverage that Mortgagee purchases on behalf of Mortgagor may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance coverage purchased by Mortgagee, but only after providing Mortgagee with evidence that insurance coverage has been obtained as provided for in this Instrument and the other Loan



Documents. In the event Mortgagee purchases all or any portion of the insurance coverage for the Mortgaged Property or as otherwise required hereunder or in the other Loan Documents, Mortgagor will be responsible for all costs and expenses of such insurance coverage, including, but not limited to, interest and any other charges imposed by Mortgagee in connection with the purchase of the insurance coverage, until the effective date of the cancellation or expiration of the insurance coverage. The costs and expenses of any insurance coverage purchased by Mortgagee shall be added to the Obligations secured hereby. Mortgagor acknowledges that the cost of the insurance coverage purchased by Mortgagee pursuant hereto may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

*10.05 Stated Maturity Date.* The Stated Maturity Date of the Loan is **December 5, 2035** as the same may be extended pursuant to the Loan Agreement.

*10.06. Modification of Mortgage.* This Instrument is subject to "modification" as such term is defined in P.L. 1985 c.353 (N.J.S.A. 46:9-8.1 et seq.) and shall be subject to the priority provisions thereof.

*[signatures follow]*



IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first set forth above.

**BORROWER:**

**UIRC-GSA V EGG HARBOR NJ, LLC,**  
a Delaware limited liability company

By: UIRC-GSA V, LLC, its Manager

By: UIRC-GSA V Manager, Inc.  
Its Manager

By:

(b)(6)

S. Bismarck Brackett  
Its President

STATE OF ILLINOIS )  
                                  )SS.  
CITY OF COOK        )

I, Sherry A. Hojnacki, a Notary Public in and for said County, in the State aforesaid, do hereby certify that S. Bismarck Brackett, as the President of UIRC-GSA V Manager, Inc., as the Manager of UIRC-GSA V, LLC, as the Manager of UIRC-GSA V EGG HARBOR NJ, LLC, the company named in the within instrument; that the execution as well as the making of the within instrument by S. Bismarck Brackett has been duly authorized by the members of said company; that he signed and delivered the said instrument as such President aforesaid; that the within instrument was signed and delivered by him as and for his voluntary act and deed and as and for the voluntary act and deed of UIRC-GSA V EGG HARBOR NJ, LLC, the company named herein, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of June, 2015.



Notary Public

(b)(6)



## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

BEGINNING AT A POINT IN THE NORTHERLY LINE OF FIRE ROAD (66' WIDE), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE, SAID CURVE ALSO BEING THE EASTERLY LINE OF DOUGHTY ROAD (49.5' WIDE), BEING CONCAVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87 DEGREES, 17 MINUTES, 45 SECONDS; THENCE;

1. ALONG THE ARC OF SAID CURVE 38.09 FEET, TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, CENTRAL ANGLE OF 20 DEGREES, 44 MINUTES, 57 SECONDS; THENCE;
2. CONTINUING ALONG SAID EASTERLY LINE, FOR THE FOLLOWING THREE (3) COURSES, ALONG THE ARC OF SAID CURVE 76.05 FEET; THENCE;
3. SOUTH 88 DEGREES, 07 MINUTES, 55 SECONDS, WEST, A DISTANCE OF .025 FEET, TO A POINT; THENCE
4. NORTH 01 DEGREES, 52 MINUTES, 05 SECONDS, WEST, A DISTANCE OF 348.61 FEET, TO A POINT BEING A SOUTHWESTERLY CORNER OF LOT 21, BLOCK 902, OF SAID TOWNSHIP; THENCE;
5. ALONG A SOUTHERLY LINE OF SAID LOT 21, NORTH 88 DEGREES, 07 MINUTES, 55 SECONDS, EAST, A DISTANCE OF 274.58 FEET, TO A POINT BEING A SOUTHWESTERLY CORNER OF SAID LOT 21; THENCE
6. ALONG A WESTERLY LINE OF SAID LOT 21, SOUTH 22 DEGREES, 33 MINUTES, 32 SECONDS, EAST, A DISTANCE OF 238.94 FEET, TO A POINT ON SAID NORTHERLY LINE OF FIRE ROAD; THENCE
7. ALONG SAID NORTHERLY LINE, SOUTH 53 DEGREES, 48 MINUTES, 35 SECONDS, WEST, A DISTANCE OF 380.21 FEET TO THE POINT AND PLACE OF BEGINNING

PROPERTY ADDRESS: 1350 DOUGHTY ROAD  
EGG HARBOR, NEW JERSEY 08234



## **EXHIBIT B**

### **DESCRIPTION OF PERSONAL PROPERTY SECURITY**

All of Borrower's right, title and interest in, to and under the following:

1. All machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, owned by Borrower, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the real property described in Exhibit A attached hereto and incorporated herein (the "Land"), and all improvements located thereon (the "Improvements") or placed on any part thereof, though not attached thereto, including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures.
2. All funds, accounts, deposits, instruments, documents, contract rights, general intangibles, notes, and chattel paper arising from or by virtue of any transaction related to the Land, the Improvements, or any of the personal property described in this Exhibit B.
3. All permits, licenses, franchises, certificates, and other rights and privileges now held or hereafter acquired by Borrower in connection with the Land, the Improvements, or any of the personal property described in this Exhibit B.
4. All right, title, and interest of Borrower in and to the name and style by which the Land and/or the Improvements is known, including trademarks and trade names relating thereto.
5. All right, title, and interest of Borrower in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies, and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, or operation of the Land and/or the Improvements.
6. All interests, estates, or other claims or demands, in law and in equity, which Borrower now has or may hereafter acquire in the Land, the Improvements, or the personal property described in this Exhibit B.
7. All right, title, and interest owned by Borrower in and to all options to purchase or lease the Land, the Improvements, or any other personal property described in this Exhibit B, or any portion thereof or interest therein, and in and to any greater estate in the Land, the Improvements, or any of the personal property described in this Exhibit B.
8. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Borrower now has or may hereafter acquire in the Land, the Improvements, or any of the personal property described in this Exhibit B, or any portion thereof or interest therein, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.



9. All right, title, and interest of Borrower in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements, including all of Borrower's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Land and/or the Improvements, including, without limiting the generality of the foregoing, and/or all water and/or sewer and/or other utility deposits or prepared fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Borrower under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance marketing, sale, or use of the Land and/or the Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL, PROPERTY DESCRIBED IN THIS EXHIBIT B.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

BORROWER IS THE RECORD TITLE HOLDER AND OWNER OF THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

ALL TERMS USED IN THIS EXHIBIT B (AND NOT OTHERWISE DEFINED IN THIS EXHIBIT B) SHALL HAVE THE MEANING, IF ANY ASCRIBED TO SUCH TERM UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED AND IN FORCE IN THE JURISDICTION IN WHICH THIS FINANCING STATEMENT HAS BEEN FILED/RECORDED (THE "U.C.C.").

WITH RESPECT TO ANY FINANCING STATEMENT TO WHICH THIS EXHIBIT B IS ATTACHED, THE TERM "BORROWER" SHALL MEAN "DEBTOR" AS SUCH TERM IS DEFINED IN THE CODE.



**EXHIBIT C**

**PERMITTED ENCUMBRANCES**

1. General real estate taxes and assessments that are not yet due or payable.
2. All exceptions contained in Schedule B of Chicago Title Insurance Company's Pro Forma Lender's Policy No. [REDACTED] of the date hereof.





ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCPT # 1174099 RECD BY Theresa  
REC FEES \$110.00  
MARGINAL NOTATION \$10.00  
RECORDED 07/17/2015 11:54:46 AM  
INST # 2015041820 VOL 13931

## ASSIGNMENT OF LEASES AND RENTS

UIRC-GSA V EGG HARBOR NJ, LLC, as mortgagor  
(Borrower)

to

UIRC-GSA V, LLC, as mortgagee  
(Lender)

Dated as of June 30, 2015

PREPARED BY:

William P. Higgins Jr., Esq.  
McCARTER & ENGLISH, LLP  
100 Mulberry Street, Four Gateway Center  
Newark, New Jersey 07102

AFTER RECORDING RETURN TO:

After Recording Return To:  
Commonwealth Land Title Insurance Co.  
T. Vaillant 15-001481  
1015 15<sup>th</sup> Street, NW, Suite 300  
Washington, DC 20005

Chicago Title Company, LLC  
2446 Church Road, 3<sup>rd</sup> Floor  
Toms River NJ 08753

2015-80370

PROPERTY ADDRESS:  
1350 Doughty Road  
Egg Harbor, New Jersey 08234

## ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents (this "Assignment") is made as of the 30<sup>th</sup> day of June, 2015 by **UIRC-GSA V EGG HARBOR NJ, LLC**, a Delaware limited liability company having its principal office and place of business c/o UIRC-GSA V, LLC, Attention: Manager, 15700 W. 103<sup>rd</sup> Street, Lemont, IL 60439 ("**Borrower**"), to **UIRC-GSA V, LLC**, a Delaware limited liability company, having an office c/o UIRC-GSA V Manager, Inc., Attention: Manager, 15700 W. 103<sup>rd</sup> Street, Lemont, IL 60439 ("**Lender**").

### RECITALS

A. Borrower is the sole owner and holder of (a) the premises described in Exhibit A attached hereto and incorporated herein ("**Property**") and (b) the landlord's interest under all leases affecting or pertaining to the Property, including, without limitation, the lease(s) described in Exhibit B attached hereto and incorporated herein (collectively, the "**Leases**");

B. Lender has made a loan to Borrower in the principal sum of Two Million One Hundred Sixty Nine Thousand One Hundred Twenty Six and 00/100 Dollars (\$2,169,126.00) (the "**Loan**") evidenced by a U.S. General Service Administration Lease Revenue Bonds, Series 2015-A (Federally Taxable) Promissory Note of even date herewith (the "**Note**") and secured by a Mortgage and Security Agreement of even date herewith (the "**Instrument**") (capitalized terms used without definition shall have the meanings ascribed to them in the Instrument) and the Documents; and

C. Lender was willing to make the Loan to Borrower only if Borrower assigned the Leases and Rents to Lender in the manner provided below to secure payment of the Obligations.

IN CONSIDERATION of the principal sum of the Note and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Assignment.** Borrower irrevocably, absolutely and unconditionally GRANTS, CONVEYS, ASSIGNS, TRANSFERS AND SETS OVER to Lender, its successors and assigns, all of the right, title, interest, and estate, and powers, privileges, options and other benefits, that Borrower may now or later have in, to and under (a) the Leases (which term shall also include the Leases and all guaranties thereof) now or hereafter entered into; (b) the Rents; (c) all proceeds from the cancellation, surrender, sale or other disposition of the Leases; (d) the right to collect and receive all the Rents; and (e) the right to enforce and exercise, whether at law or in equity or by any other means, all terms and conditions of the Leases. This Assignment is intended by Borrower and Lender to constitute a present, absolute assignment and not a collateral assignment for additional security only. This Assignment is made by Borrower to provide a source of future payment of the Note and all of the Obligations now or hereafter incurred or arising pursuant to the provisions of, or secured by, the Instrument; SUBJECT, HOWEVER, to the provisions and conditions herein set forth. Upon full payment and satisfaction of the Obligations and written request by Borrower, Lender shall transfer, set over, and assign to Borrower all right, title, and interest of Lender in, to, and under the Leases and the Rents.

2. **Collection of Rents.** Until receipt from Lender of notice of an Event of Default under the Documents (hereinafter called a "**Notice of Default**"), each Tenant under the Leases may pay Rents



directly to Borrower, and Borrower shall have the right to receive such Rents; provided that Borrower shall hold such Rents as a trust fund to be applied to the Obligations as required by Lender. Borrower hereby covenants to apply the Rents, before using any part of the same for any other purposes, (a) to the payment of assessments before penalty or interest is due thereon, (b) to the cost of insurance, maintenance and repairs required by the terms of the Instrument, (c) to the satisfaction of all obligations specifically set forth in the Leases, and (d) to the payment of interest and principal becoming due on the Note and the Instrument. Once Lender has given a Notice of Default to any Tenant, any and all Rents received by Lender for any period prior to foreclosure under the Instrument or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment (in such order as Lender shall determine) of: (a) all expenses of managing the Property, including but not limited to the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable; all expenses of operating and maintaining the Property, including but not limited to all Assessments, charges, claims, utility costs and premiums for insurance, and the cost of all alterations, renovations, repairs or replacements; and all expenses incident to taking and retaining possession of the Property and/or collecting the Rents due and payable under the Leases; and (b) the Note and other Obligations secured by the Instrument, including principal, interest, attorneys' and collection fees and other amounts, in such order as Lender in its sole discretion may determine. In no event will this Assignment reduce the indebtedness evidenced by the Note or the Obligations otherwise secured by the Instrument, except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such indebtedness in accordance with the preceding sentence. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower any Rents so received by Lender or any part thereof. As between Borrower and Lender, and any person claiming through or under Borrower, other than any Tenant under the Leases who has not received a Notice of Default pursuant to this Paragraph 2, this Assignment is intended to be absolute, unconditional and presently effective, and the provisions of this Paragraph 2 for notification of Tenants under the Leases upon the occurrence of an Event of Default specified in the Instrument are intended solely for the benefit of each such Tenant and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a Tenant who has not received such notice. Upon Lender's delivery to any Tenant of a Notice of Default, Borrower shall deliver to Lender within seven (7) days of Lender's written demand (a) all Rents (including prepaid Rents) held by Borrower, (b) all security or other deposits paid pursuant to the Leases, and (c) all previously paid charges for services, facilities or escalations to the extent allocable to any period after the Event of Default. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Paragraph 2.

3. **Creditor.** Upon execution of this Assignment, Lender, and not Borrower, shall be the creditor of any Tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Tenant; provided, however, that Borrower shall be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Notwithstanding the foregoing, Lender shall have the right, but not the obligation, to file such claims instead of Borrower and if Lender does file a claim, Borrower agrees that Lender (a) is entitled to all distributions on such claim to the exclusion of Borrower and (b) has the exclusive right to vote such claim and otherwise to participate in the administration of the estate in connection with such claim. Lender shall have the option to apply any monies received by it as such creditor to the Obligations in the order set forth in the Documents. If a petition is filed under the Bankruptcy Code by or against Borrower, and Borrower, as landlord under any Lease, decides to reject such Lease pursuant to §365(a) of the Bankruptcy Code, then Borrower shall give Lender at least ten (10) days' prior written notice of the date when Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender may, but shall not be obligated to, send Borrower within such ten-day period a written notice stating that (a) Lender demands that Borrower assume and assign the Lease to Lender pursuant to §365 of the Bankruptcy Code and (b) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender sends such notice, Borrower shall not reject the Lease



provided Lender complies with clause (b) of the preceding sentence.

4. **Notice to Tenant of an Event of Default.** Upon receipt from Lender of a Notice of Default, each Tenant under the Leases is hereby authorized and directed to pay directly to Lender all Rents thereafter accruing and the receipt of Rents by Lender shall be a release of such Tenant to the extent of all amounts so paid. The receipt by a Tenant under the Leases of a Notice of Default shall be sufficient authorization for such Tenant to make all future payments of Rents directly to Lender and each such Tenant shall be entitled to rely on such Notice of Default and shall have no liability to Borrower for any Rents paid to Lender after receipt of such Notice of Default.

5. **Indemnity.** Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property, or any part thereof, or from any other act or omission of Lender under or relating to the Leases unless such loss is caused by the gross negligence or willful misconduct of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment or the exercise of rights or remedies hereunder. Lender shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Rents under the Leases, but shall be accountable only for Rents that Lender actually receives. Borrower hereby agrees to indemnify and hold Lender harmless from any and all Losses that Lender may incur under the Leases or by reason of this Assignment, except for Losses incurred as a direct result of Lender's willful misconduct or gross negligence. Nothing in this Assignment shall be construed to bind Lender to the performance of any of the terms of the Leases or to otherwise impose any liability on Lender including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Tenant shall have been joined as party defendant in any action to foreclose the Instrument and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. Any Losses incurred by Lender, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate from the date of demand by Lender and any and all Costs incurred by Lender. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such items. THE INDEMNITIES CONTAINED IN THIS PARAGRAPH SHALL INCLUDE CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) RESULTING FROM THE NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER. The foregoing indemnities shall not terminate upon release or other termination of this Assignment. THIS ASSIGNMENT SHALL NOT OPERATE TO PLACE RESPONSIBILITY UPON LENDER FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF THE PROPERTY, NOR FOR THE CARRYING OUT OF ANY OF THE TERMS AND CONDITIONS OF THE LEASES; NOR SHALL IT OPERATE TO MAKE LENDER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE PROPERTY BY THE TENANTS OR BY ANY OTHER PARTIES OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF THE PROPERTY, OR FOR ANY NEGLIGENCE IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY TENANT, LICENSEE, EMPLOYEE OR STRANGER.

6. **Representations and Warranties.** Borrower represents and warrants that (a) Borrower is the absolute owner of the landlord's interest in the Leases, (b) Borrower has the right, power and authority to assign, transfer, and set over all of its right, title and interest in, to and under the Leases and Rents and no other person has any right, title or interest therein, (c) the Leases are valid and in full force and effect and have not been modified, amended or terminated, nor have any of the terms and conditions of the Leases been waived, except as expressly stated in the Leases, (d) there are no outstanding assignments or pledges of the Leases or Rents, (e) there are no outstanding leasing commissions due



under the Leases for the initial term or for any extensions, renewals or expansions, (f) except as disclosed to Lender in writing, there are no existing defaults or any state of facts which, with the giving of notice and/or passage of time, would constitute a default under the Leases by any party thereto, (g) no Tenant has any defense, set-off or counterclaim against Borrower, (h) each Tenant is in possession of its leased premises and paying Rent and other charges as provided in its Lease, (i) no Rents have been or will later be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by the Lease, (j) except as specified in the Leases and shown on the rent roll delivered to Lender in connection with the funding of the Loan (the "**Rent Roll**"), there are no (i) unextinguished rent concessions, abatements or other inducements relating to the Leases, (ii) options or other rights to acquire any interest in the Property in favor of any Tenant, or (iii) options or other rights (whether in the form of expansion rights, purchase rights, rights of first refusal to lease or purchase, or otherwise) relating to property which is not part of the Property and/or would require Borrower and/or Lender to possess or control any property (other than the Property) to honor such rights, (k) the Rent Roll discloses all currently existing Leases and is true, complete and accurate in all respects, (l) no Rents for any period subsequent to the date of this Assignment have been collected in advance of the time when the same became due under the terms of the applicable Lease, and (m) Borrower has performed no act or executed any other instrument which might prevent Lender from enjoying and exercising any of its rights and privileges evidenced hereby.

7. **Covenants.** Borrower shall not, except with the prior written consent of Lender in each instance, (a) sell, assign, pledge, mortgage or otherwise transfer or encumber (except hereby) any of the Leases, Rents or any right, title or interest of Borrower therein; (b) accept prepayments of any Rents for a period of more than one (1) month in advance of the due dates thereof; (c) in any manner intentionally or materially impair the value of the Property or the benefits to Lender of this Assignment; (d) excuse any Tenant from any of its obligations under the Leases; or (e) lease any portion of the Property to a dry cleaner that uses dry cleaning solvents on the Property. Borrower shall, at its sole cost and expense, duly and timely keep, observe, perform, comply with and discharge all of the material obligations of the landlord under the Leases, or cause the foregoing to be done, and Borrower shall not take any actions that would, either presently or with the passage of time, cause a default by Borrower under any of the Leases. Borrower shall give Lender prompt notice of any Lease that Borrower enters into subsequent to the date hereof, together with a certified copy of such Lease. At Borrower's expense, Borrower shall (a) promptly deliver to Lender copies of all notices of default Borrower has sent to any Tenant, (b) enforce the Leases and all remedies available to Borrower upon any Tenant's default, (c) upon Lender's request, deliver to Lender copies of all papers served in connection with any such enforcement proceedings, and (d) upon Lender's request, consult with Lender, its agents and attorneys with respect to the conduct thereof. Borrower shall not enter into any settlement of any such proceeding without Lender's prior written consent.

8. **No Merger.** Each Lease shall remain in full force and effect, notwithstanding any merger of Borrower and Tenant's interest thereunder. At any time during which Borrower is receiving Rents directly from Tenants under the Leases, Borrower shall, upon receipt of written direction from Lender, make demand and/or sue for all Rents due and payable under one or more Leases, as directed by Lender, as it becomes due and payable, including Rents which are past due and unpaid. In the event Borrower fails to take such action, or at any time during which Borrower is not receiving Rents directly from lessees under the Leases, Lender shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Borrower, all Rents due and payable under the Leases, as it becomes due and payable, including Rents which are past due and unpaid.

9. **Documents Incorporated.** The terms and conditions of the Documents are incorporated into this Assignment as if fully set forth in this Assignment.



10. **No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

11. **Other Remedies; Non-Waiver.** Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Obligations and to enforce any security therefor held by it may be exercised by Lender either prior to, simultaneously with or subsequent to any action taken by it hereunder. Lender may resort for the payment of the Obligations to any security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Obligations or any portion thereof or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. **WAIVER OF TRIAL BY JURY.** EACH OF BORROWER AND LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE DOCUMENTS, OR ANY ALLEGED ACTS OR OMISSIONS OF LENDER OR BORROWER IN CONNECTION THEREWITH.

*[signatures follow]*



IN WITNESS WHEREOF, Borrower has duly executed this Assignment as of the first date written above.

**BORROWER**

**UIRC-GSA V EGG HARBOR NJ, LLC,**  
a Delaware limited liability company

By: UIRC-GSA V, LLC, its Manager

By: UIRC-GSA V Manager, Inc., its Manager

By: (b)(6)  
Name: S. Bismarck Brackett  
Title: President

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, Sherry A. Hojnacki, a Notary Public in and for said County, in the State aforesaid, do hereby certify that S. Bismarck Brackett, as the President of UIRC-GSA V Manager, Inc., as the Manager of UIRC-GSA V, LLC, as the Manager of UIRC-GSA V EGG HARBOR NJ, LLC, the company named in the within instrument; that the execution as well as the making of the within instrument by S. Bismarck Brackett has been duly authorized by the members of said company; that he signed and delivered the said instrument as such President aforesaid; that the within instrument was signed and delivered by him as and for his voluntary act and deed and as and for the voluntary act and deed of UIRC-GSA V EGG HARBOR NJ, LLC, the company named herein, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of June, 2015.



(b)(6)  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEGINNING AT A POINT IN THE NORTHERLY LINE OF FIRE ROAD (66' WIDE), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE, SAID CURVE ALSO BEING THE EASTERLY LINE OF DOUGHTY ROAD (49.5' WIDE), BEING CONCAVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87 DEGREES, 17 MINUTES, 45 SECONDS; THENCE;

1. ALONG THE ARC OF SAID CURVE 38.09 FEET, TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, CENTRAL ANGLE OF 20 DEGREES, 44 MINUTES, 57 SECONDS; THENCE;
2. CONTINUING ALONG SAID EASTERLY LINE, FOR THE FOLLOWING THREE (3) COURSES, ALONG THE ARC OF SAID CURVE 76.05 FEET; THENCE;
3. SOUTH 88 DEGREES, 07 MINUTES, 55 SECONDS, WEST, A DISTANCE OF .025 FEET, TO A POINT; THENCE
4. NORTH 01 DEGREES, 52 MINUTES, 05 SECONDS, WEST, A DISTANCE OF 348.61 FEET, TO A POINT BEING A SOUTHWESTERLY CORNER OF LOT 21, BLOCK 902, OF SAID TOWNSHIP; THENCE;
5. ALONG A SOUTHERLY LINE OF SAID LOT 21, NORTH 88 DEGREES, 07 MINUTES, 55 SECONDS, EAST, A DISTANCE OF 274.58 FEET, TO A POINT BEING A SOUTHWESTERLY CORNER OF SAID LOT 21; THENCE
6. ALONG A WESTERLY LINE OF SAID LOT 21, SOUTH 22 DEGREES, 33 MINUTES, 32 SECONDS, EAST, A DISTANCE OF 238.94 FEET, TO A POINT ON SAID NORTHERLY LINE OF FIRE ROAD; THENCE
7. ALONG SAID NORTHERLY LINE, SOUTH 53 DEGREES, 48 MINUTES, 35 SECONDS, WEST, A DISTANCE OF 380.21 FEET TO THE POINT AND PLACE OF BEGINNING

PROPERTY ADDRESS: 1350 DOUGHTY ROAD  
EGG HARBOR, NEW JERSEY 08234



## **EXHIBIT B**

### **DESCRIPTION OF LEASES**

All leases, subleases, lettings and licenses of or affecting the Property, now or hereafter in effect, and all amendments, extensions, modifications, replacements or revenues thereof, including, but not limited to, the following:

Lease for Real Property Number GS Lease No. GS-03B-09616 dated October 20, 2010, as amended by Supplemental Lease Agreements Nos. 1 - 3 with the United States of America, acting by and through the General Services Administration.

Chicago Title Company, LLC  
2446 Church Road, 3<sup>rd</sup> Floor  
Toms River, NJ 08753

2015-80870

ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCPT # 1174099 RECD BY Theresa  
REC FEES \$25.00  
RECORDED 07/17/2015 11:54:46 AM  
INST # 2015041821 VOL 13931

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. ~~After Recording Return To:~~  
Commonwealth Land Title Insurance Co.  
T. Vaillant 15-001481  
1015 15<sup>th</sup> Street, NW, Suite 300  
Washington, DC 20005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

UIRC-GSA V EGG HARBOR NJ, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

15700 W. 103RD STREET

CITY

LEMONT

STATE

IL

POSTAL CODE

60439

COUNTRY

USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

UIRC-GSA V, LLC

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

15700 W. 103RD STREET

CITY

LEMONT

STATE

IL

POSTAL CODE

60439

COUNTRY

USA

4. COLLATERAL: This financing statement covers the following collateral:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF COLLATERAL

SEE ATTACHED EXHIBIT "B" FOR DESCRIPTION OF REAL ESTATE

THIS IS AN UNOFFICIAL COPY  
until the document has  
completed the recording  
process and has been  
verified.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILE WITH THE ATLANTIC COUNTY RECORDER OF DEEDS



## EXHIBIT B

### DESCRIPTION OF REAL ESTATE

BEGINNING AT A POINT IN THE NORTHERLY LINE OF FIRE ROAD (66' WIDE), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE, SAID CURVE ALSO BEING THE EASTERLY LINE OF DOUGHTY ROAD (49.5' WIDE), BEING CONCAVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87 DEGREES, 17 MINUTES, 45 SECONDS; THENCE;

1. ALONG THE ARC OF SAID CURVE 38.09 FEET, TO THE POINT OF CURVATURE OF A CURVE, BEING CONCAVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, CENTRAL ANGLE OF 20 DEGREES, 44 MINUTES, 57 SECONDS; THENCE;

2. CONTINUING ALONG SAID EASTERLY LINE, FOR THE FOLLOWING THREE (3) COURSES, ALONG THE ARC OF SAID CURVE 76.05 FEET; THENCE;

3. SOUTH 88 DEGREES, 07 MINUTES, 55 SECONDS, WEST, A DISTANCE OF .025 FEET, TO A POINT; THENCE

4. NORTH 01 DEGREES, 52 MINUTES, 05 SECONDS, WEST, A DISTANCE OF 348.61 FEET, TO A POINT BEING A SOUTHWESTERLY CORNER OF LOT 21, BLOCK 902, OF SAID TOWNSHIP; THENCE;

5. ALONG A SOUTHERLY LINE OF SAID LOT 21, NORTH 88 DEGREES, 07 MINUTES, 55 SECONDS, EAST, A DISTANCE OF 274.58 FEET, TO A POINT BEING A SOUTHWESTERLY CORNER OF SAID LOT 21; THENCE

6. ALONG A WESTERLY LINE OF SAID LOT 21, SOUTH 22 DEGREES, 33 MINUTES, 32 SECONDS, EAST, A DISTANCE OF 238.94 FEET, TO A POINT ON SAID NORTHERLY LINE OF FIRE ROAD; THENCE

7. ALONG SAID NORTHERLY LINE, SOUTH 53 DEGREES, 48 MINUTES, 35 SECONDS, WEST, A DISTANCE OF 380.21 FEET TO THE POINT AND PLACE OF BEGINNING

PROPERTY ADDRESS: 1350 DOUGHTY ROAD  
EGG HARBOR, NEW JERSEY 08234